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CURRENT TOPICS.

THE HON. WALTER BARRY LINDLEY has been appointed Judge of the County Court Circuit No. 19, in the place of his Honour Judge SMYLY, K.C., who has been transferred to the courts of Bow and Shoreditch. Mr. LINDLEY, who is the second son of Lord LINDLEY, was called to the bar in 1887, and has practised in the Chancery Division.

WE DID injustice to the diligence of the learned judges of the Supreme Court in suggesting, some little time ago, that the result of the holiday on Coronation Day would, in all probability, be that the Long Vacation would practically commence on that day. Both divisions of the Court of Appeal and all the judges of the Chancery Division, except Mr. Justice KEKEWICH, sat on Monday and Tuesday last; six judges of the King's Bench Division appeared on Monday, and five on Tuesday. One half—and a very efficient half—of the bench of the Probate, &c., Division, transacted business on both days; the other half being, it was understood, engaged in making absolute a decree *nisi* for pre-vacation separation of himself from the courts.

THE LORD CHANCELLOR has introduced in the House of Lords a Bill which is intended to enable the Court of Appeal to deal with its heavy load of arrears, and which, before the adjournment, passed through all its stages in that House. It is noteworthy that it does not renew the attempt made in the Bill of last year to prevent the accumulation of arrears by relieving the Court of Appeal of a part of its work. It was then proposed that certain classes of appeals, including those from a judge in the King's Bench Division sitting in chambers, and appeals under the Workmen's Compensation Act, 1897, should lie to the High Court instead of to the Court of Appeal; that where a Divisional Court consisted of not less than three judges no appeal should lie from it except by leave, and then to the House of Lords; and that in the case of appeals under the Workmen's Compensation Act the decision of the High Court should be final. This last proposal was naturally not received with any great favour, for the decisions upon that Act in the House of Lords have had a very important effect in broadening

the construction adopted in the inferior courts, and no surprise will be felt that the Lord Chancellor has not renewed it. The other proposals also were open to objection in that they tended to revive the importance of Divisional Courts in the King's Bench Division, whereas the tendency of recent legislation and opinion has been to restrict their scope. It is preferable that judges in that division, just as in the Chancery Division, should accept undivided responsibility for their work, and that when the correctness of their decisions is impugned, this should be in the Court of Appeal.

THE PRESENT Bill, accordingly, omits proposals which were obviously open to debate, and restricts itself to a single provision enabling the Court of Appeal to sit in three divisions. Under section 12 of the Judicature Act, 1875, final appeals must be heard by three judges, and interlocutory appeals by two judges, and subject to this the Court of Appeal may sit in two divisions at the same time. It is now proposed that in this section the word "three" shall be substituted for the word "two." The proposal in itself deserves nothing but praise. If, as the state of the cause lists testifies, the work has been too heavy for the present Appeal Courts to overtake, the establishment of a third court is an obvious solution of the difficulty. The only defect in the Lord Chancellor's scheme—and it is fatal—is that he makes no provision for manning the third court. Theoretically it is possible to bring in the Lord Chancellor, the Lord Chief Justice, and the President of the Probate Division, and under the Judicature Act, 1891, ex-Lord Chancellors, when there are any, can sit in the Court of Appeal. But Lord HALSBURY has has not seen his way—in spite of the newspapers—to assist his Bill by placing himself in this last category, and for purposes of continuous work it is out of the question to constitute a third branch of the Court of Appeal out of the existing material. Unless, therefore, the Lord Chancellor is prepared to supplement his Bill in this respect, we fear it will, if it passes, be as much of a failure as the Judicature Act, 1899, which was intended to expedite the work of the Court of Appeal by enabling two judges by consent to hear appeals.

IT WAS foreseen, when the original arrangements for the Coronation fell through, that litigation would arise over the hire of seats and rooms for viewing the processions. One such case—*Krell* v. *Henry* (*Times*, 12th inst.)—has been already heard in the High Court and has been decided by DARLING, J., in favour of the hirer. The defendant had agreed to hire from the plaintiff certain rooms in Pall Mall on the 26th and 27th of June for the purpose of viewing the processions. The price was to be £75, of which £25 was paid as a deposit at the time of the agreement. The plaintiff sued to recover the balance of £50, and the defendant counterclaimed for the £25 on the ground that there had been a total failure of consideration. DARLING, J., held that the principle of *Taylor* v. *Caldwell* (11 W. R. 726; 3 B. & S. 826) was applicable, and that the agreement was subject to an implied condition that the processions should take place. Hence he decided for the defendant on both claim and counterclaim. With deference, we should submit that this is a great extension of anything that was decided in *Taylor* v. *Caldwell*. There the defendants had agreed to let the plaintiff have the use of a building on certain days for the purpose of giving concerts. Before the first of the days arrived, the building was destroyed by fire without the fault of the defendants. It was held that, though as a general rule impossibility of performance is no excuse for a breach of contract, yet it was otherwise where it was an implied condition that some particular thing should continue to exist, and on this ground the defendants were excused. "Where," said BLACKBURN, J., in delivering the judgment of the court, "from the nature of the contract it appears that the parties must from the beginning have known that it could not be fulfilled unless, when the time for the fulfilment of the contract arrived, some particular specified thing continued to exist, so that when entering into the contract they must have contemplated such continued existence as the foundation of what was to be done, then, in the absence of any express or implied warranty that the thing shall exist, the contract is not to be considered a positive contract, but subject to the implied condition that the parties shall be excused in case, before breach, performance becomes impossible from the perishing of the thing without default of the contractor."

IN TERMS this *dictum* from *Taylor* v. *Caldwell* does not apply to the letting of rooms for the Coronation; the specific thing which was the subject of the letting continued to exist; and to make that authority applicable it was necessary to find in it some wider principle. This DARLING, J., saw in the further observation of BLACKBURN, J., that the implication which he made in the case before him tended "to further the great object of making the legal construction such as to fulfil the intention of those who entered into the contract; for in the course of affairs men in making such contracts in general would, if it were brought to their minds, say that there should be such a condition." Mr. Justice DARLING considered that by these words he was justified in going beyond the case which gave rise to them—namely, the destruction of the subject-matter of the contract, and in speculating upon what would have been the contract in the present case had the possibility of the processions being abandoned been expressly brought home to the parties; and he held that the parties would have said that the contract was subject to the condition that the processions took place. It may be suggested, however, that this is a somewhat bold assumption to make. The owner of rooms may be willing enough to take the risk of the rooms being burnt down, but the risk of a procession going off is another matter. If the point had been discussed between the parties, it is quite possible that the plaintiff would have refused to enter into a conditional contract, and would have preferred to wait for another hirer to bid for the rooms. Moreover, it is known that very various contracts were made in respect of the letting of Coronation seats, and it is not clear that any particular condition can, with sufficient certainty, be implied where the contract is silent. We quite admit that the question is one of considerable difficulty, but we are not at all sure that it is safe to detach the judgment of BLACKBURN, J., in *Taylor* v. *Caldwell* from the particular facts of the case, and make it an excuse for importing into a contract an implied condition of so very different a nature.

THE DIFFICULTY in the way of a corporation making an affidavit was the foundation of the argument in *Borough of Southwark* v. *Provident Clerks' Association* which came before BIGHAM, J., last week. A special case had been stated for the opinion of the court raising a point of law upon the construction of a policy, issued by the defendants, guaranteeing the Vestry of St. Mary, Newington, against loss to the extent of £1,000 which might be sustained through the criminal fraud or dishonesty of their clerk. The policy provided that the amount should be paid within three months after proof of the loss had been given to the satisfaction of the directors of the defendant association, and if the association required it, the vestry, as employers of the clerk, had to make an affidavit or statutory declaration that the amount had been lost by criminal fraud or dishonesty on his part. The property and liabilities of the vestry had been transferred to the Borough of Southwark, the plaintiffs, who made a claim under the policy for loss sustained through the criminal fraud or dishonesty of a clerk. The defendants then required the plaintiffs to make the affidavit stipulated for in the policy, but this they refused to do, contending (so far as we understand the report in the newspapers) that the condition could not apply to them, inasmuch as a corporation cannot make an affidavit. When it was suggested that the clerk of the borough council could make an affidavit that to the best of his information and belief the conditions of the contract had been fulfilled, it was replied that the clerk had no information on the subject. If we turn to the authorities on affidavits in actions by corporations, we find that in *The Bank of Montreal* v. *Cameron* (2 Q. B. D. 536), where an action was brought by an incorporated company, an application for judgment under order 14 was rejected on the ground that the rule required the plaintiff to make an affidavit; that a corporation could not make an affidavit, and that an affidavit by their officer was not sufficient. This decision—a rather severe interpretation

of order 14—led to an amendment of the rule. There was no reason on principle, as was shewn by the language of other rules, why the officer of a corporation should not make the affidavit on their behalf. In the present case the contract was made with a corporation, and the reasonable construction of the condition would appear to be that someone must make an affidavit on behalf of the corporation. Where discovery has to be obtained from a corporation under ord. 31, r. 5, interrogatories may be delivered to the officer of a corporation party to the action, and in the recent case of *Welsbach Incandescent Gas Lighting Co.* v. *New Sunlight Incandescent Co.* (1901, 2 Ch. 1), it was assumed that the officers of the company must not only answer from their personal knowledge, but must get such information as they could from other servants of the company who had conducted the transaction in question. The learned judge in the recent case seemed to think that the point taken by the borough council was wholly untenable, and that an affidavit sufficient to satisfy the insurance company could easily have been framed. No attempt having been made to prepare any such affidavit, he gave judgment on the point of law for the defendants, with costs.

IT IS not a little singular that in *Gresham Life Assurance Society* v. *Bishop* (1902, A. C. 287), in which the House of Lords have reversed the decision of the Court of Appeal (1901, 1 K. B. 153), each tribunal should have been unanimous in the view which it took of the point at issue. When three judges like the late and present Masters of the Rolls, and STIRLING, L.J., agree upon one construction of a statute as applied to a specific state of facts, and five judges in the House of Lords, including the Lord Chancellor and Lords MACNAGHTEN and LINDLEY, are equally in agreement on the opposite side, it is difficult to resist the conclusion that judgments are influenced by the prevalent atmosphere of the tribunal as well as by pure reasoning. Under Schedule D of the Income Tax Act, 1853, taken with the relevant provisions in the Act of 1842, the rule has been established that, in making out an income tax return, all interest received must be returned as a separate item, and is subject to be separately taxed, either by direct assessment or by deduction at the source, without regard to the balance, whether of profit or loss, appearing on the ordinary revenue account: see *Clerical, &c., Life Assurance Society* v. *Carter* (37 W. R. 346, 22 Q. B. D. 444). This rule, however, so far as it depends on the Act of 1853, only applies to interest on securities in this country. In respect of interest on foreign securities provision for separate assessment is specifically made by the fourth case to Schedule D in the Act of 1842, but it is provided that the assessment shall only be made on the amount of the interest on the foreign securities "received in Great Britain." In the present case the question was as to the effect of these words. The Gresham society had investments abroad on which it received interest by its agents abroad. Some of this was remitted here, and was admittedly subject to taxation. The rest was applied abroad for the purposes of the society, either by re-investment in foreign securities or for meeting current charges. But the whole was included in the revenue accounts in this country for the purpose of ascertaining the credit balance on the society's current business. The Court of Appeal held that this bringing of the interest into account in order to shew the general financial state of the society amounted in effect to a receipt in this country so as to render the entire amount of interest subject to separate assessment. Apparently the error in this conclusion consisted in treating the society's revenue account, prepared for its own purposes, and shewing the state of its business both here and abroad, as relevant to a question of income tax assessment in this country. In the House of Lords a stricter construction has been put upon the words of the statute. It is not sufficient that the foreign interest is used abroad in paying charges which would otherwise have to be met by remittance from this country; or, in other words, that the foreign interest goes indirectly to swell the amount of profit available here for division among the shareholders. In order to render the interest subject to taxation there must be an actual remittance of it to this country, and there is no actual remittance if it is in fact expended abroad, notwithstanding that, like all other items relating to the society's business, it is brought into account in the profit and loss statement prepared at the head office.

A QUESTION often arises in practice as to the circumstances under which the court will order the distribution of a fund on the presumption that a woman will die without issue. As a general rule, such an order will not be made unless the woman is at least fifty years of age; indeed, in *Groves* v. *Groves* (9 L. T. Rep. 533) WOOD, V.C., went so far as to say that this was a settled rule of court, and consequently refused to make an order, though the woman was forty-nine, married, and had had no children for over twenty years, and there was also medical evidence to the effect that she was physically past child-bearing. This *dictum* was not followed in at least two later cases: *Re Summer* (22 W. R. 639) and *Re Millner* (L. R. 14 Eq. 245). In the former case the woman was forty-seven years old, and had had six children, but none within the last seventeen years, and there was evidence that she had for fourteen years suffered from a disease which rendered child-bearing improbable, if not impossible. *Re Millner* was a case of a woman who had been married for twenty-six years, had had no children, and was then aged forty-nine years and nine months. In both these cases an order was made for distribution. On the other hand, an order was refused in *Conduitt* v. *Soane* (19 W. R. 817) at the age of fifty-two, and also in *Croxton* v. *May* (39 L. T. Rep. 461) at the age of fifty-four and a-half, the lady having no children, but having been married only three years. Though the court will in general make the order in the case of a woman of fifty, especially if she is a spinster (*Re Widdows*, L. R. 11 Eq. 408), there is yet no absolute presumption that a woman is incapable of child-bearing at that age, and it is stated as a fact in Co. Litt. 40*b*, that a woman had issue at the age of sixty. This being so, the order has been made in several cases subject to the recognizances of the beneficiaries to refund should the presumption turn out to be unfounded: see *Fraser* v. *Fraser* (Jac. 586*n*) and *Leng* v. *Hodges* (Jac. 585). In other cases a personal undertaking has been accepted in lieu of recognizances: *Davis* v. *Bush* (8 Jur. 111*n*). The *dictum* of Vice-Chancellor WOOD in *Groves* v. *Groves* is supported by the decision in *Re Overhill* (17 Jur. 342), where an order was refused at the age of forty-nine. The result of the decisions appears to be that fifty years is the usual limit, with occasional variations on one side or the other, depending on the circumstances of each particular case, with especial reference to the medical evidence. We may add that no presumption arises in the case of a man, even at the age of eighty (*Trevor* v. *Trevor*, 2 My. & K. 677), or of ninety-five (*Lushington* v. *Boldero*, 15 Beav. 1).

WE HAD occasion some time ago to observe that the practice as to damages in actions of tort by which a lump sum of money is awarded to the plaintiff, instead of an annuity or payment by instalments, is open to grave objections. The parties to these actions are often in poor circumstances, and while it may seriously cripple a defendant to require him to raise a large sum of money at once, there is great risk that when it is paid to a litigant whose expenditure has hitherto been kept within the narrowest limits, he may be led into senseless extravagance. At the trial of an indictment for murder some time ago it appeared that the prisoner, a young man, had, after recovering a large sum of money as compensation for injury which he had sustained, became a hopeless drunkard, and had led a life of violence and debauchery until he was arrested for the crime of which he was guilty. In an action tried last week at the Birmingham Assizes it appeared that a widow who had received £200 in settlement of a claim under Lord Campbell's Act gave way to intemperance, lived in an extravagant manner, and neglected and defrauded her children. We are aware that there are some difficulties in the way of an amendment of the law, but we submit that the subject is one worthy of the attention of the Legislature.

In consequence of the death of his only son, the Lord Chief Justice did not leave for South Africa on Saturday with Mr. Justice Bigham and Major-General Sir John Ardagh, but is to embark at Southampton for South Africa on Saturday next.

PRINCIPLES AND PRACTICE GOVERNING THE ASSIGNMENT OF DIVIDENDS IN BANKRUPTCY.

THE right to a dividend upon a proof admitted by the trustee in bankruptcy of a bankrupt is a *chose in action*, and undoubtedly assignable just as any other *chose in action*, whether by operation of law or by express contract, and the assignee of such dividend undoubtedly at common law becomes a creditor of the bankrupt and entitled to payment of such dividend upon producing proof of the assignment. But of course the assignment must, like that of any other *chose in action*, be an absolute assignment and completed by notice to the proper person in accordance with the provisions of section 25 of the Judicature Act, 1873. In the case of the assignment of a dividend, it is a sufficient notice in compliance with the Act if notice is given to the trustee in bankruptcy of the debtor, whether he be a creditor's trustee or the official receiver by virtue of the statute. If the original creditor has assigned his debt before bankruptcy, or before proving in the bankruptcy, or even possibly before his proof is admitted, no real difficulty arises in the assignee obtaining the dividends payable in respect of the debt. In such a case the original creditor is not a "creditor who has proved his debt" within section 58 (1) of the Bankruptcy Act, 1883, because that section (which deals with creditors to whom the trustee shall pay dividends) clearly contemplates that such creditors shall not only have sent in their proofs but have also "proved" their debts and had their proofs admitted in accordance with the machinery of the Act provided by Schedule II. thereof. If the original creditor assigns before proof the assignee's course is simple. He will at once put in a proof as a creditor, and prove the debt and assignment in the ordinary way. If the principal creditor has sent in a proof already, he can withdraw it at any time before it has been dealt with by the trustee, or the trustee would possibly, on proof by the assignee of the assignment, reject the original creditor's proof and admit the proof of the assignee. The decisive point is when the trustee admits and *files* the proof. The moment the proof of the original creditor gets upon the file different considerations apply, as will be seen later. An assignee, therefore, should, even if he takes his assignment before the admission of the creditor's proof, inquire if the creditor has sent in a proof, and either get him to withdraw it, or insert an authority in the assignment to the assignee to withdraw it on his behalf. Otherwise the trustee will possibly make difficulties and perhaps insist on taking the directions of the court.

But although there is little or no difficulty in an assignee before proof obtaining his dividends, different considerations altogether arise when the assignment is after proof made by the original creditor and admitted and put on the file by the trustee. Because, although the assignee is a creditor by virtue of the assignment, he is not a creditor within the meaning of section 58 of the Bankruptcy Act, 1883. Sub-section 1 of that section determines the class of persons to whom the trustee is empowered to pay dividends: "the trustee shall . . . declare and distribute dividends amongst the creditors who have proved their debts." Now, the words "creditors who have proved their debts" was considered in the case of *Re Frost* (47 W. R. 512; 1899, 2 Q. B. 50), where an assignee after proof by the original creditor appealed against the refusal of a trustee to pay to him dividends which had been declared and were payable in respect of the debt assigned. In that case the court, after an exhaustive consideration of the rules and forms which constitute the machinery for the payment and receipt of dividends and audit of the trustees' accounts, decided that the words of section 58 (1) limited the right to receive dividends to "creditors who have proved their debts" by and in accordance with the machinery of the Bankruptcy Act. Therefore an assignee has no right to demand from the trustee payment of the dividends due on a proved debt assigned to him. But it was pointed out in *Re Frost* that there are possibly two ways in which an assignee may get such dividends. He may either, if he can, induce the assignor to sign the authority prescribed by Form 126, which a creditor can give to his agent to receive a cheque for the dividends, or he must apply to have his own proof substituted for the proof of the person who has assigned to him. Now, on looking at the terms of the recognized authority (Form 122) and of the notice of dividend with which it is sent, it is evident that it is only meant to cover the case of authority to receive a cheque payable to the order of the *creditor who has proved*. This of itself, therefore, would not be sufficient to put the assignee in actual possession of the dividends, as the assignor's indorsement upon the cheque would still be necessary. Undoubtedly, therefore, the really practical thing for the assignee of a proved debt to do is to insert in the assignment a covenant by the assignor to do all things and execute all such documents and assurances as may be necessary or may reasonably be required in order to enable the assignee to receive the dividends, or even a power of attorney to that effect. If no such authority is given, then the assignee must go to the trouble and expense of getting his own proof substituted for that of the assignor. The proper procedure for him to follow in order to do this was laid down by the Divisional Court in *Re Iliff* (*ante*, p. 701). He ought in the first place to apply to the trustee or official receiver, as the case may be, to substitute a proof, which he should tender for the proof of the assignor. But when once a proof has been filed—and every admitted proof is filed (Bankruptcy General Rules, 225, 225A)—it can only be removed under an order of the court. In *Re Iliff* the county court judge considered that the assignee was wrong in applying to the court to make the order, because the court had nothing to do with it, and the admission or rejection of a proof was the business of the trustee. But the judge overlooked the fact that there is no power for the trustee to alter the file without an order of the court. The Divisional Court has now clearly intimated that in these cases the assignee ought to make the application to the court himself, after giving the trustee an opportunity of testing the *bona fides* of the assignment so that he may be in a position to report to the court upon it.

And here we come to another aspect of the subject. For it is not merely the assignment that the court will look at. On the face of it, the assignment may be perfectly in order. But it is no uncommon thing for a sharp-witted person with special knowledge of the fact that the assets, owing to some unexpected windfall, such as a legacy, will pay a much larger dividend than was expected, to go round among the creditors and buy up the debts for a mere song, often by representations which amount to deceit. In such cases it is the duty of the trustee to satisfy himself that the creditors when they assigned their debts were not tricked into doing so. Of course it is not from any point of view desirable that the assignability of dividends should be restricted. It may often be of the utmost importance to a creditor to get an immediate cash payment of even a very small sum rather than wait a considerable time for the payment of a possibly much larger sum in dividends. On the other hand, creditors ought to be protected against being tricked out of getting good dividends by the astuteness of some person who has acquired special knowledge of the bankrupt's affairs, probably by an abuse of his position as confidential clerk or adviser, or in some other way. In *Re Frost* Mr. Justice WRIGHT seemed to think that considerations affecting the bankrupt's discharge might affect the alienability of dividends. It is difficult to see how this could be so unless some person were acting for the bankrupt and buying up the debts with moneys which the bankrupt had kept back from his creditors. Probably the learned judge had in his mind cases such as *Re Burnett* (1 Manson 97), in which it was held that a third person by buying up the debts of the bankrupt for a sum equal to 7*s.* 6*d.* in the £ could not enable the bankrupt, on applying for his discharge, to escape those penalties imposed by the statute upon debtors whose assets were not sufficient to pay that sum. But it is difficult to see how this could affect the assignments. They would be good whatever the motive or ulterior object with which they were taken. A person who bought up the debts in this way would still be entitled to receive the dividends instead of the assignor upon adopting the procedure already pointed out.

Dividends are very frequently the subject of assignment and the declaration by the court in *Re Iliff* as to the proper practice in such cases will therefore prove of considerable practical utility.

THE NEW BUILDING OF THE INCORPORATED LAW SOCIETY.

At length the site at the corner of Chancery-lane and Carey-street for the extension of the Law Society's Hall has been cleared, and the work of putting in the foundations has been commenced, so that in the course of another eighteen months the building will cover the entire space extending from the premises of the Law Fire Insurance Society in Chancery-lane on the one hand and Bell-yard on the other, to the south side of Carey-street.

It is just seventy years since the first part of the building—that behind the Ionic portico facing the Record Office—was completed. This, the central portion of the present structure, remains substantially unaltered, and comprises the principal entrance in Chancery-lane with the portion directly at the rear, including the reading hall, the cashier's office, and the committee clerks' room, which latter formed the coffee room as the building was originally planned. It should be borne in mind that the object for which the society was formed in the first instance was the provision of a hall to be used as "an exchange to be open to attorneys, solicitors, proctors, and such principal officers, at all hours of the day; but some particular hour to be fixed as the general time for assembling; to be furnished with desks or inclosed tables running on each side of the room for the whole length of it, affording similar accommodation to those in Lloyd's Coffee House." It was further proposed to attach to the exchange "an ante-room for the articled and managing clerks of members, and also for other persons (not in the profession) who might have occasion to call on the members at the institution." The plan was, however, never carried into practice. There was, in those early days, no Bell-yard entrance, the second entrance to the building being from Pope's Head-court, the site of which has long since been covered by the first extension of the hall, which included, amongst other additions, the present council room. Up to the date of that extension—namely, 1857—there was no council room proper, but there exists among the archives of the society an old plan which shews a "parlour," and in this parlour it is probable the old committee of management, which had not yet attained to the dignity of a council, met. On the first floor of the original portion was the library, still remaining as the central portion of the existing library, a small ante-library, and arbitration rooms.

It may be noted in passing that the cost of the original site was £17,225, and that amongst the houses demolished was one in Pope's Head-court which had at some bygone period been occupied as the Crown and Rolls Tavern and Coffee House and subsequently by Sir John Silvester, Recorder of London. The design was the outcome of an advertisement offering a premium of 100 guineas for the best and 50 guineas for the second best, Mr. Lewis Vulliamy being the successful competitor. Although the original building was not finished until July, 1832, the operations had been carried so far forward that the society's fifth annual general meeting was held in the new hall in June, 1831. The building was erected at a cost of £33,213, and the fixtures and furniture ran into an additional expenditure of £3,277, so that the entire sum necessary—which was raised by shares—was £53,715.

The capital raised in the first instance, somewhere between 1825 and 1827, for the formation of a society to be called the "Law Institution," was £50,000 in £25 shares. This amount was afterwards largely increased. That it was not a mere commercial speculation may be gathered from the fact that no member was permitted to hold more than twenty shares, and this was further evidenced by the fact that when a general meeting was held in 1842 with the object of getting rid of the joint stock element, which was found not to work satisfactorily, the members voluntarily surrendered their shares, those which had passed to the representatives of deceased members being acquired by purchase. The property of the society was then conveyed to trustees, and a new charter was obtained, the constitution being remodelled "upon the principle of other professional, literary, and scientific bodies." This was in 1845, and at that date the old committee of management was reconstructed under the name of the Council.

The original structure has been altered and added to at various dates. As opportunity offered, the society acquired adjoining property, until, in 1849, they were able to build out the present north wing, and so to considerably enlarge the library, whilst the lower portion became the club strangers' room. The £5,735, which was the cost of the site, was defrayed out of savings of income. In 1857 the growing needs of the society were met by the erection of the south wing, which enabled the library to be yet further extended in that direction, whilst the ground floor was utilized for the council room and secretary's room on the Bell-yard side, the general office on the Chancery-lane side, and the roll room between. The site cost £12,425, but a part was sold to the Law Fire Insurance Company for £6,700. Of the purchase-money £2,425 was provided out of savings of income and £10,000 was raised by mortgage on the original building. The late Mr. Philip Hardwick was the architect of the south wing and of the further extension of the building which took place in the year 1870. The society had all along been steadily acquiring neighbouring property at a cost, between 1864 and 1872, of just upon £20,000. Between 1869 and 1872—the additions, which included the examination hall and the portion beneath, were completed in 1870—£22,473 was paid to architects and builders, and in the last-named year, 1872, the society's loan account reached a maximum of £47,250. This was reduced from time to time until the Council had the satisfaction of informing the members in the year 1900 that it had been entirely repaid. The fact that the society's long standing debt had been cleared off, coupled with the insufficiency of the accommodation for the officers and staff of the society, determined the Council to take in the site abutting on Carey-street, which was the property of the society, but was still in occupation as shops and dwelling-houses. As long ago as 1881 plans were prepared with this object, and again in 1894 by Messrs. Salter & Adams, but it has been reserved for Mr. H. Percy Adams, F.R.I.B.A., the active partner in that firm, to complete those plans and to carry the extension into actual effect, in accordance with the resolution passed at a special general meeting of the society in November last, when power was given to the Council to borrow a sum not exceeding £45,000 for the purpose. It is estimated that the cost, including decoration and laying on hot and cold water, will be something under £35,000, and that the cost of heating and electric installation will run to something over £2,000. Then there will be the furniture of the new rooms to pay for and the expense of fitting up the present coffee-room as the general office, and some other outgoings; so that the total expenditure will probably be about £40,000. The estimated value of the society's present building and contents is £169,000, and the new extension and its contents will bring up that value to £200,000.

The Exterior.

It was to a certain extent a misfortune that the Law Society's building was erected at a time when Grecian art—"done to order"—was the rage. Consequently, Lewis Vulliamy, the society's architect, in designing one of the finest buildings in London of its style, gave us, perforce, huge Ionic columns surmounted by the classic pediment, and flanked by the correct, great plain windows, making it necessary that the erection should be of two storeys, and the rooms within of a loftiness which, useful enough in the case of the reading room and library, was very wasteful in the matter of space where offices and the smaller rooms were concerned. Grecian, however, having been selected, there was, of course, no option but that the later additions to the building should be in the same style. Happily, as we think will be generally admitted, Mr. Adams, in the new extension, has overcome the difficulties of the style with singular felicity, and although he has designed—as was imperative—a severely classical erection, he has given to it as great an air of lightness and ornament as the style permits. It was peculiarly difficult to make the addition to the old building, inasmuch as it was necessary to follow, in some degree at any rate, the symmetrical lines of the original plan in which the portico should form the centre, with wings of equal size on either side. To get over the very obvious difficulty, Mr. Adams has designed the new portion to be of practically the same height as the Law Fire Office on the other side, and the one erection will, as it were, balance the other.

The new erection will be of the very best materials. It will be built solid of Portland stone, thus harmonizing with the elevation facing Chancery-lane. The spectator, therefore, standing in Chancery-lane opposite the Union Bank, will see only that portion which has been built in the nobler material, the bank cutting off the view of the examination hall in Carey-street, which, together with the part fronting on Bell-yard, was carried out in stucco.

The dominant feature of the addition is the two great windows, facing respectively Chancery-lane and Carey-street, in the centre of each facade. They are circular-headed with graceful Ionic columns and pilasters on each side, and rise above other circular-headed windows in the basement. These great windows are of bold design and of a much more architectural character, so far as detail is concerned, than any part of the existing building, and additional effect is given to them by the severely plain walls in which they form the main openings. The scheme of the elevation is to express the plan of the new building so that from the outside it is apparent that the key of the whole addition is the large members' common room. This end has been most satisfactorily achieved, despite the difficulty the architect has had to face in following the lines of the heavy cornice of the older structure. It was necessary to continue this around the new building, but it was also necessary to break it somewhere, and this the architect has accomplished by recessing the building above the ground floor as the end of the common room is reached. On either side of the central windows are small rectangular windows lighting recesses in the common room which are to be used for reading and writing and will contain the requisite furniture; other windows in the Carey-street facade are introduced for a like

purpose. Immediately beneath the large windows are again round-headed windows with pilasters, and the spandrels decorated with figure subjects carved in the stone. These light the members' refreshment room, of which they form a main feature.

Above the new portion rises the attic storey. This is carried to the same height as the Law Fire Assurance Office, which flanks the south wing of the Law Institution just as the addition flanks the north wing. A very harmonious and well-balanced effect is thereby produced. It is not, however, a merely ornamental structure, built simply for the sake of the elevation, but the rooms within serve a very useful purpose, as will presently be seen. The upper portion is set back ten or twelve feet all round, so that the summit only is visible from the street.

THE INTERIOR.

According to present intentions—and it must be borne in mind that the details of the plans are by no means absolutely settled, but are yet liable to alteration—the principal feature of the interior will be a large common room, open to members, with tables for writing and so on, and its recesses furnished with law-books, accommodation for 10,000 or 12,000 volumes at least being provided. This will be a very magnificent apartment, ninety-one feet in length, and varying by thirty-five to upwards of forty-five feet in breadth, with a height of about twenty-three feet. Pilasters of dark-veined cream Pavonazzo marble—differing in this respect from the older portion, where the columns are principally scagliola—surmounted by bronze capitals of the Corinthian type will extend round the room, and isolated columns of similar design will support the central portion, which forms a coved ceiling considerably more elevated than the other parts of the room, its height being nearly twenty-four feet. Above the pilasters there will be a very heavily enriched and moulded cornice. Within, as without, the two great windows will form a chief feature. The exterior pilasters will be repeated inside, but in mahogany, with which the whole room is panelled to the height of fourteen feet. The very finest Honduras mahogany has been selected for this purpose, and in the case of the panels, which are so large that it would be next to impossible to procure Honduras of sufficient size, the best quality of Cuban mahogany will be employed. At the windows the panelling is carried to a greater height, and is more elaborately carved, foliage is introduced, and there are to be seated figures on either side. The lofty central portion, supported by noble columns, and the boldly-designed bays at the further end, produce a very fine effect. The site is not square, but widens as it approaches Bell-yard, and the bays are a happy device of the architect for overcoming the difficulty raised thereby. The central feature of the walls facing the two principal windows is to be found in the very handsome chimney-pieces, which are directly opposite. The woodwork will be in character with the general design, the overmantel being elaborately carved, whilst the inner portion will be of Irish green marble. It is desired to make these chimney-pieces as architecturally effective as the very fine examples in the present library, which are particularly successful. On the mahogany panelling a deep frieze has been designed, which will afford a splendid opportunity for decoration, and it is to be hoped that at some time or another this may be ornamented with a series of figure subjects illustrating some events of legal history. Carried out by an artist of repute, this would add greatly to the beauty of an already admirable design, and the room would at least equal any similar structure in the metropolis. The ceiling and cornice would, of course, be decorated in keeping, though probably with nothing more ambitious than flat tints, with the plaster work enrichmments picked out. The floor will be of solid teak, which naturally is much more substantial than parqueting, and of a simple geometrical design.

The ground floor—that is to say, the floor on a level with the street, will be devoted in a great measure to the purpose of refreshment rooms for the use of the members generally. There will be two of these, filling up the angle formed by Chancery-lane and Carey-street, and extending in the rear. One will measure 55 feet by 45 feet, with a height of 16 feet, and will have a small service room provided with a lift in direct communication with the kitchen. The second room, which will probably be used as a smoking room, will be 27 feet square. Each will be panelled to the height of 9 feet with wainscot oak, and above there will run a deep plaster freize capped by a deep enriched cornice. The pilasters will be cased with oak, as will the square columns supporting the centre part of each room.

Behind these rooms towards Bell-yard in the new part will be placed the assistant secretary's office, 18 feet by 11 feet 6 inches, and what was the old club drawing room will be the secretary's room, a much-needed addition, for the secretary has been without such an apartment for many years. The old club smoking room at the corner of Carey-street and Bell-yard will be the committee clerks' room. The general office is to be removed to the Bell-yard side next the entry on the left. Adjoining these will be the cashier's office, the registrar's clerks' office, and the roll room. These will all face Bell-yard, and there will be a room for the president (nothing of the kind has existed before), and rooms for the assistant secretary's clerks and for the Discipline Committee clerks.

It will thus be seen that the whole of the offices used by the public will be on the Bell-yard side facing the Law Courts and nearer Lincoln's-inn and the Temple than the present entrance in Chancery-lane. The present general office in the south wing is to be metamorphosed into the Council committee room and the Council luncheon room, and the cashier's office will form an ante-room where witnesses may wait in connection with the Discipline Committee. The Council room is to remain as it is, whilst the present assistant secretary's room adjoining will be used as a cloak-room for the Council. The conference room in the north wing will remain as at present.

The addition will also give opportunity for a staircase leading from the entrance hall to the common room. This is a fine feature of the building, covering a space of thirty feet square. It will have a centre flight about ten feet in width, branching right and left from the half landing, with flights about seven feet in width to the common room and library respectively. The staircase, including the balustrade, will be of Portland stone, and eight columns, with Doric capitals, will carry the roof. It will be lighted from the top, and also by a window reaching from the half landing to the roof.

In the attic storey it is intended to construct "overflow" rooms for the convenience of the increasing numbers of candidates for the profession, the existing examination hall not being sufficient for the purpose for which it is intended, and here the ten feet or twelve feet of set-back comes into service, that portion covering the outer fringe of the room set apart for the examiners and their assistants, whilst the more lofty centre, which is lighted by a clerestory on its four sides, is occupied by the candidates. It is also in contemplation to place the kitchens necessary for the provision of refreshments on this floor. These will be lined entirely in white glazed tiles, and fitted with every improvement.

Altogether, when the additions are completed, the members will possess a building of which the solicitor branch of the profession may well be proud.

REVIEWS.

COMPANY LAW.

COMPANY LAW: A PRACTICAL HANDBOOK FOR LAWYERS AND BUSINESS MEN. WITH AN APPENDIX CONTAINING THE COMPANIES ACTS, 1862 TO 1900, AND RULES, &c. By FRANCIS BEAUFORT PALMER, Barrister-at-Law. FOURTH EDITION. Stevens & Sons (Limited).

This work is now well known as a very convenient epitome of the law, and cases bearing on the formation and management of companies—an epitome at the same time which is not too condensed to give a great amount of detailed information. The present edition includes references to the latest authorities, and Mr. Palmer quotes, for instance, so recent a decision as that of Bigham, J., last May in *Edelstein* v. *Schuler & Co.* (50 W. R. 493) in support of the principle established in *Bechuanaland Exploration Co.* v. *London Trading Bank* (1898, 2 Q. B. 658), of which he has been a strenuous advocate, that debentures to bearer are negotiable instruments. As particular instances of the practical nature of the book we may refer to the explanation in chapter 32 of the various clauses usually inserted in debentures, and to the concluding chapter, in which the leading decisions on company law are shortly summarized. In the chapter on underwriting attention is, of course, directed to the provisions of the Companies Act, 1900, with respect to payment of underwriting commissions, and Mr. Palmer accepts without demur the view adopted by the Court of Appeal in *Burrows* v. *Matabele Gold Reefs* (49 W. R. 500; 1901, 2 Ch. 23), that the effect of the Act was to render it unlawful to remunerate an underwriter by giving him an option for shares. This form of remuneration has, however, been rehabilitated by the recent decision of the House of Lords in *Hilder* v. *Dexter* (*ante*, p. 697).

MAGISTRATES' LAW.

THE PRACTICE OF MAGISTRATES' COURTS, INCLUDING THE PRACTICE UNDER THE SUMMARY JURISDICTION ACTS, 1848, 1879, 1881, 1884, 1895, 1899, THE INDICTABLE OFFENCES ACT, 1848, THE QUARTER SESSIONS PROCEDURE ACT, 1849, AND THE REFORMATORY AND INDUSTRIAL SCHOOLS ACTS, 1866, 1872, 1880, 1893, 1894, AND 1899; THE YOUTHFUL OFFENDERS' ACT, 1901; THE CRIMINAL AND CIVIL PRACTICE OF QUARTER SESSIONS, APPEALS, AND OTHER PROCEEDINGS IN RELATION TO CONVICTIONS AND ORDERS IN COURTS OF SUMMARY JURISDICTION; WITH AN APPENDIX OF STATUTES, FORMS, &c. By THOMAS WILLIAM SAUNDERS, Esq., Metropolitan Police Magistrate. SIXTH EDITION. By R. M. STEPHENSON and J. HOWARD LINDSAY, Barristers-at-Law. Horace Cox.

The first edition of this work was published in 1855, and the fifth

in 1882, so that a period of twenty years has elapsed since the last edition first saw the light. Many who were once in the habit of using the late Mr. Saunders' excellent work will be glad to have again a copy which is up to date and so of service in practice. This book is not a mere work of reference, nor a collection of statutes with notes. It is a clear and well-written treatise on the practice of magistrates' courts. It is claimed for it by the present editors, in their preface to this edition, that it may be read with interest as well as profit by any justice, whether layman or lawyer. This claim seems to be well founded. The book does not profess to deal with the law as to matters which come before justices, but only with the practice. The practice, however, is fully described both as to summary convictions and orders and also as to indictable offences; and the book may be taken as a guide by the practitioner with every confidence. The plan of the original work has not been materially altered. It has, however, been edited with care and discretion and is brought well up to date.

WORKMEN'S COMPENSATION.

ACCIDENTS TO WORKMEN: BEING A TREATISE ON THE EMPLOYERS' LIABILITY ACT, LORD CAMPBELL'S ACTS, THE WORKMEN'S COMPENSATION ACTS, AND MATTERS RELATING THERETO. SECOND EDITION. By R. M. MINTON-SENHOUSE, Barrister-at-Law. Sweet & Maxwell.

This is a very full and complete work on the Acts with which it deals, and is a long way in advance of the previous edition. The law treated of being statute law, is better dealt with by the careful annotation of the Acts section by section than by chapters on separate subjects, which was the method formerly adopted by the author. Beside the statute law there is an abundance of case law on the subject, and this is to be found in the notes. The statutory rules and various official circulars and memoranda are set out in appendices and will be found useful.

BOOKS RECEIVED.

Principles of the Law of Contract. By the late S. MARTIN LEAKE, Barrister-at-Law. Fourth Edition. By A. E. RANDALL, Barrister-at-Law. Stevens & Sons (Limited). Price 32s.

The Law Magazine and Review: a Quarterly Review of Jurisprudence. Vol. XXVII. August, 1902. Published for the Proprietors at the Offices of the Law Journal.

American Law Review. July—August, 1902. Editors: SEYMOUR D. THOMPSON, St. Louis; LEONARD A. JONES, Boston. Reeves & Turner.

CORRESPONDENCE.

SERVICE UNDER R. S. C., ORD. 67, R. 2.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It will somewhat surprise the profession to learn that documents are sufficiently served under ord. 67, r. 2, if sent by post. This was so held by Master Lord Dunboyne in *The Caxton Publishing Co.* v. *Brangwin* on the 25th of July last, and affirmed by Mr. Justice Bucknill on the 29th. Leave to appeal was refused. Furthermore, the plaintiffs were put to about £20 costs for not accepting what had hitherto been an irregularity.

J. BROCKETT SORRELL, JUN.

3, Fenchurch-buildings, London, E.C., Aug. 11.

R. S. C., ORD. 30, R. 1.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A discussion of the meaning of R. S. C. will interest no one in holiday time, so I will be very brief.

The only question raised was, does this order apply to actions commenced by originating summonses and specially indorsed writ. You thought not, *ante*, p. 642.

I ventured to think that the application of the order was in these cases *permissive*.

In your article *ante*, p. 697, you say: "In short the specific exclusion from the operation of order 30 of certain kinds of action has evidently been made in order to leave such actions to be worked out under their special rules, and such exclusion is not weakened because *a saving clause has been added* allowing the powers under that order to be applied to such actions where circumstances render the special rules prescribed ineffective," and, says your correspondent, at p. 699, "an exception is no less an exception because under *certain conditions it ceases to be exceptional*."

From these extracts it appears that there is a "saving clause" which, when certain "circumstances" or "certain conditions" exist, makes the exception in the first part of rule 1 (*d*) "cease to be exceptional," and then a summons for directions *may* be issued by any party. And this is precisely my contention.

What the "intention" of the rule is, or how far accurate your "prediction" and that of your correspondent as to what will happen if and when persons attempt to avail themselves of this obviously *unconditional* permission, I know not, but I agree with the latter that the rule "speaks for itself."

"DAVUS."

CASES OF THE WEEK.

Court of Appeal.

HOARE & CO. (LIM.) *v.* METROPOLITAN BOROUGH OF LEWISHAM. No. 1. 8th August.

CORPORATION—SEAL—AGREEMENT NOT UNDER SEAL—ACQUIESCENCE—METROPOLIS—MAINTAINING SIGN-POST—REMOVAL—METROPOLIS LOCAL MANAGEMENT ACT, 1817 (57 GEO. III. c. XXIX.), s. 80—METROPOLIS MANAGEMENT ACT, 1855 (18 & 19 VICT. c. 120), s. 144.

Appeal by the local authority from a judgment entered in favour of the plaintiffs on a trial before Lawrance, J., without a jury. The action was brought by brewers for an injunction to restrain the defendants from removing a sign-post standing in the roadway close to the Marquis of Salisbury Hotel (formerly called the "Lion and Lamb") in the High-street, Lewisham, or in the alternative for a declaration that they were entitled on its removal from its present position to erect it on some convenient spot in front of the hotel. The defendants were the successors of the Lewisham Board of Works, and as such the streets and highways of the district were vested in them. Before 1899 the whole of the frontage owned by the plaintiffs was occupied by the "Lion and Lamb" public-house and stables, but in that year the brewers rebuilt the house and only about half the old frontage was occupied by the new premises, the rest of the site being used for the erection of two shops. In front of the "Lion and Lamb" was a piece of ground called a "draw-up" on which stood a trough used for watering horses calling at the "Lion and Lamb" and a sign-post stood near to the trough. The draw-up was open to the street and was divided from the road by a channel only, otherwise it was possible for anyone to use it. When the public-house was rebuilt, the brewers offered to give the site on which the sign-post and trough stood to the defendants, as the road greatly required widening at this point, and they made the offer subject to reserving to themselves the right to move the sign-post nearer to the new premises. The defendants verbally agreed to this and the road was widened and the sign-post erected opposite the public-house on the edge of the pavement. After all this had been done the defendants informed the brewers that the sign-post was an obstruction to the footway and ordered its removal. The present action was then brought by the brewers. Lawrance, J., held that the verbal agreement was binding. It could not be contended that a private owner of land dedicating it to the public might not annex to his dedication a stipulation such as the plaintiffs had made—in this case to remove and erect in some more convenient position the sign-post upon another part of the land thus dedicated to the public. This would entitle the plaintiffs to the declaration they claimed in the alternative, and he accordingly granted the declaration they asked for with costs. The local authority appealed, and on their behalf it was submitted that, being a corporation, they could not acquiesce in an informal contract not under seal without having actually ratified it, so as to be bound by the stipulation. Further, that even if the contract was not void under the Statute of Frauds, it nevertheless could not be enforced against them, because it was *ultra vires* on their part to enter into an agreement with the landowner as part of a scheme for widening the road that he should be permitted to erect what in fact was an obstruction on the public footway. For the brewers it was contended that by Michael Angelo Taylor's Act and subsequent Local Management Acts power was given to a local authority to make such a compromise as constituted the contract which the defendants desired to have declared null and void as *ultra vires*.

THE COURT dismissed the appeal.

COLLINS, M.R., said Lawrance, J., had found as a fact that, taking the position of the draw-up and the manner in which it was used, it never formed part of the highway, and was never dedicated to the public until so dedicated by the plaintiffs. The defendants had performed that part of the agreement which was beneficial to themselves, but they said that they had no power to sanction the sign-post being erected in the footway. The finding of fact by the learned judge was conclusive against the appeal being allowed unless the defendants could have shown that there was no evidence to support that finding. In his opinion they had failed to do so. Then the defendants said such a contract was null and void as being *ultra vires*. He thought the statutes that had been referred to gave the defendants ample power to make the compromise and to agree verbally that the plaintiffs should put up their sign-post elsewhere, which was the condition upon which they could alone accept, as they had accepted, the valuable offer made them by the plaintiffs.

MATHEW and COZENS-HARDY, L.JJ., gave judgment to the same effect.—COUNSEL, *Mattinson*, K.C., and *A. H. Poyser*; *Avery*, K.C., *E. Morton*, and *H. M. Sturges*. SOLICITORS, *W. W. Young & Son*; *Sandilands & Co.*

[Reported by EDGCUMBE REID, Esq., Barrister-at-Law.]

***Re* FORD. FORD *v.* FORD.** No. 2. 7th August.

ADMINISTRATION—INOPERATIVE WILL—INTESTACY—ADVANCES TO CHILDREN—HOTCHPOT—STATUTE OF DISTRIBUTIONS (22 & 23 CAR. 2, c. 10), s. 5—1 WILL. 4 c. 40.

This appeal from a decision of Buckley, J. (reported 50 W. R. 90), raised a question as to the operation of the Statute of Distributions. R. W. Ford, who died in 1900, by his will, made in 1848, gave the whole of his

property to his wife absolutely, and appointed her his sole executrix. She died in 1892, before her husband, and thus the gift to her failed. After his death letters of administration to his estate, with the will annexed, were granted to two of his sons. He left seven children, and to some of them he had made advances in his lifetime The question then arose whether section 5 of the Statute of Distributions, the father having, though he had made a will, in effect died intestate, because his will, in the events which had happened, had no operation at all. Section 5 provides that in the case of intestacy advances made by the intestate to his children during his life shall in the distribution of his estate be brought into hotch-pot. It was contended, on behalf of children to whom advances had been made, that the statute applied only to a case of absolute intestacy—that is, a case in which no will had been executed Buckley, J., held that the statute applied. The children to whom advances had been made appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and MATHEW, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., said that in the result there was no one in whose favour the will could operate—no one who could take beneficially under it. It was not true to say that this man had not died intestate. Therefore the Statute of Distributions applied.

ROMER and MATHEW, L.JJ., concurred.—COUNSEL, *Terrell*, K.C., and *J. G. Wood; Astbury*, K.C., and *Gatey; Ingpen*, K.C., and *Brodie Cooper*. SOLICITORS, *Douglas Ford & Co; Rowcliffes, Rawle, & Co; Carr, Scott, Smith, & Gorringe*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

GLAMORGAN COAL CO. (LIM.) AND OTHERS v. THE SOUTH WALES MINERS' FEDERATION AND OTHERS Bigham, J. 22nd-26th June; 7th August.

TRADE UNION—CONTRACT OF SERVICE—INDUCING SERVANT TO BREAK CONTRACT—MALICE ESSENTIAL TO ILLEGALITY OF ACTION.

This was an action tried before Bigham, J., sitting by consent without a jury. The plaintiffs were the Glamorgan Coal Co. and seventy-three other coal companies and colliery owners, members of the South Wales Coal Owners' Association, and the defendants were the executive officers and trustees of the South Wales Miners Federation, and the plaintiffs sought to recover damages, laid at nearly £100,000, on the ground that the defendants or their agents had maliciously or wrongfully induced the miners in the plaintiffs' employ to commit a breach of their contract under the sliding scale agreement. The plaintiffs further asked for an injunction restraining the defendants from committing similar acts in the future, and a declaration that the property and funds of the federation were liable for such costs and damages as were awarded in the present action. The fact that the workmen had broken their contract of service was not denied by the defendants, but they did deny that they had induced them to do so. In the alternative they said that if their servants had induced the miners to commit the breach complained of, they had done so as the men's representatives on the sliding scale joint committee, and that their object in ordering the stop days was to keep up prices, which would be to the advantage of the employer and workmen alike, without any intention to injure the plaintiffs. They also contended that the federation *per se* could not be guilty of the acts alleged against it, and therefore could not be sued in the action, and that the acts of the men's representatives on the sliding scale joint committee were not in law wrongful, and were justifiable. The arguments were concluded on the 26th of July, when judgment was reserved until 7th of August.

BIGHAM, J., after dealing with the formation of the sliding scale committee, and going into the conditions of the coal market which resulted in a stop day being ordered by the defendants on the 9th of November, 1900, said: No notice was given to the masters, but the council of the federation assured the colliery proprietors that their action was only against the middlemen, whose action it was feared would lower the price of coal. The masters accepted the explanation. The following year, however, there were meetings of the executive council of the federation at which the question of stop days was discussed. It was thought in face of the decision in the *Taff Vale case* that some other body than the federation should order the stop. The meeting then dissolved, and by some means the working men's half of the sliding scale committee proceeded to call a stop for the 25th and 26th of October, 1901. Thereupon they issued a manifesto, and telegrams were sent throughout the whole of South Wales. The cost of printing the manifesto and of sending out the telegrams was paid out of the funds of the federation, and the organization of the federation was used for the purpose of making the stop days known to the men throughout the district. Subsequently two other stop days were ordered, one for the 31st of October and one for the 6th of November. They were also declared at meetings of what was called the working men's half of the sliding scale committee; but, as before, communications to the men were distributed by means of the organization of the federation, and the cost was defrayed out of the federation funds. The result of all this was that the men stayed away from work on the four days, and so broke their contracts with their masters. It was argued on behalf of the federation that they, the federation, could not be held responsible for the consequences of stop days, for the reason that the federation had expressly refused to meddle in the matter, as appeared by the resolution of the 23rd of October. I do not, however, think this argument well founded. It is true that the hand of the working men's representation on the sliding scale committee is made to appear as directing these stop days, but I cannot doubt that the hand was guided and controlled by the federation itself. In truth, it was the federation who were acting, the name of the sliding scale committee being used as a blind, a very transparent blind, to conceal what was being done. I have to decide, in these circumstances, whether an action in tort will lie against the defendants. The advice and guidance of the defendants was solicited, and involved, if followed, as the defendants knew, the breaking of subsisting contracts. It was followed, as the defendants wished it should be; and damage resulted to the masters; but there was no malicious intention to cause injury, no profit was gained for themselves by the defendants, and their sole object was to benefit the men, whom they were advising and directing. These circumstances, in my opinion, disclose no cause of action. In all the cases cited to me, where the action has been for damages for procuring the breach of contract, the element of actual malice—that is to say, a real intention to harm the plaintiff—has been regarded as essential. In *Lumley* v. *Gye* (1 W. R. 432, 2 E. & B. 216) the allegation was that the defendant "maliciously procured the servant to break her contract," and the judgment rests on the malice so imputed to the defendant. Lord Macnaghten in *Quinn* v. *Leathem* (50 W. R. 139, 1901, A. C., at p. 510) speaking of the decision in *Lumley* v. *Gye*, says: "Speaking for myself, I have no hesitation in saying that I think the decision was right, not on the ground of malicious intention—that was not, I think, the gist of the action—but on the ground that a violation of legal right committed knowingly is a cause of action, and that it is a violation of legal right to interfere with contractural relations recognised by law, if there be no sufficient justification for the interference." If this is the true rule, as it appears to me it may be, then in order to get a cause of action there must be an interference without sufficient justification; in other words, if from all the circumstances it appears that the interference was justified, the cause of action does not exist. In the *Mogul case*, when it was brought before the Court of Appeal (37 W. R. 756, 23 Q. B. D., p. 598), Bowen, L.J., put the case in very much the same way. He says (p. 613), "Intentionally to do that which is calculated in the ordinary course of events to damage, and which does, in fact, damage, another in that other person's property or trade is actionable, if done without just cause or excuse;" and at p. 614 he says, "The intentional procurement of a violation of individual rights, contractual or other, assuming always that there is no just cause for it, is forbidden." Thus it seems that the mere procurement of a breach of contractual rights is not necessarily actionable; and that it will not be actionable, if it appears to have been sufficiently justified (per Lord Macnaghten), or if it appears to have been done with just cause or excuse (per Bowen, L.J.). But such legal justification would not exist when the act was merely done with the intention of causing temporal harm, without reference to one's own lawful gain, or the lawful enjoyment of one's own rights. The good sense of the tribunal, which had to decide, would have to analyze the circumstances, and to discover on which side of the line each case fell. But if the real object were to enjoy what was one's own, or to acquire for one's self, some advantage in one's property or trade, or what was done was done honestly, peaceably, and without any of the illegal acts above referred to, it could not, in my opinion, properly be said that it was done without just cause or excuse. In the present case I find that the federation and all the other defendants acted honestly, and without any malice, and in ordering the stop days did no more than that which they conceived to be in the best interest of the men whom they represented, and for whom they were acting; and I find, moreover, they had lawful justification or excuse for what they did in this, that having been solicited by the men to advise and guide them on the question of stop days it was their duty and their right to give the advice, and to do what might be necessary to secure that their advice should be followed. Judgment must be therefore for the defendants, with costs, except those incurred through the contention of the defendant federation that they were not liable for the acts in October and November, 1901. Judgment for defendants accordingly. Stay of execution granted.—COUNSEL, *Sir E. Clarke*, K.C., *B. F. Williams*, K.C., *Montague Lush*, K.C., and *Trevor Lewis; Rufus Isaacs*, K.C., and *Holman Gregory; S. T. Evans*, K.C., and *Bailhache*. SOLICITORS, *Bell, Brodrick, & Gray*, for *C. & W. Kenshole*, Aberdare; *Riddell & Co*, for *Walter Morgan, Bruce, & Nicholas*, Pontypridd.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law]

Solicitors' Cases.

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

Aug. 8.—FREDERICK CORBETT.

Aug. 8.—RICHARD WILLIAM WOLLEY HUFF, West Bromwich and Dudley.

Aug. 8.—EDWIN THOMAS LASCELLES.

Aug. 8.—ROBERT HARDING MILWARD, 41, Waterloo-street, Birmingham.

Aug. 8.—JAMES RIDER, 6, South-parade, Leeds.

Aug. 8.—ROBERT TURNBULL, 6, Great Tower-street, London.

The Lord Chancellor has transferred his Honour Judge Smyly from the County Court of Derbyshire to the County Court of Bow and Shoreditch.

In a recent bar examination in one of the western states, says a correspondent of the *Central Law Journal*, the class of candidates was being examined orally by the examiners, and a somewhat youthful-looking applicant was on the rack. "Give me the rule in *Shelley's case*," said the dignified questioner, rather austerely. The young man looked somewhat dazed but bravely made a drive at the mark. "The rule in *Shelley's case*," he said, "is the same as in every other man's case. 'The law is no respecter of persons.'" [It is interesting to find that this rather ancient "chestnut" has taken root in America.

NEW ORDERS, &c.

THE BOARD OF EDUCATION ACT, 1899.

At the Court at Buckingham Palace, the 11th day of August, 1902.

Present, the King's Most Excellent Majesty in Council.

Whereas by section two of the Board of Education Act, 1899, it is lawful for His Majesty in Council, subject to the provisions of that section, from time to time, to transfer to the Board of Education any of the powers of the Charity Commissioners in matters appearing to His Majesty to relate to education, and the Order may make such provision as appears necessary for applying to the exercise of those powers by the Board of Education the enactments relating to the Charity Commissioners:

Now, therefore, His Majesty, by and with the advice of His Privy Council, and by virtue of the authority committed to Him by the Board of Education Act, 1899, and of all other powers enabling Him in that behalf, is pleased to order and it is hereby ordered, as follows:—

1. All powers (except the powers of appointing the Official Trustees of Charitable Funds, and of making orders for vesting or transferring lands or funds, in, to, or from the Official Trustee of Charity Lands or the Official Trustees of Charitable Funds) conferred on the Charity Commissioners and their officers (except the said Official Trustees), by

(*a*) the enactments specified in the Schedule hereto, or any order, scheme, rule, regulation, form, or other instrument made under any of them; and

(*b*) any other enactment, charter, deed, will, order, scheme, rule, regulation, form, or other instrument,

shall, so far as those powers relate to endowments held solely for educational purposes, and so far as they have not been transferred to the Board of Education, be transferred to that Board.

2. (1) For the purpose of the transfer effected by this order,—

(*a*) In all enactments and instruments, provisions relating to the powers transferred shall be construed as if references to the Charity Commissioners and their officers, except the said Official Trustees, were references to the Board of Education and their officers, and shall have effect as if everything required to be done to, by, or in relation to the Charity Commissioners and their officers, except the said Official Trustees, were required to be done to, by, or in relation to the Board of Education and their officers.

(*b*) The report required by section sixteen of the Endowed Schools Act, 1873, to be made to the Committee of Council on Education shall be made to His Majesty the King.

(2.) Where the Charity Commissioners, in exercise of the powers conferred on them by the Charitable Trusts Acts, 1853 to 1894, or the Endowed Schools Acts, 1869 to 1889, determine, by scheme or otherwise, in respect of any endowment held partly for educational purposes and partly for other purposes, what part of the endowment is held for educational purposes, that part shall, for the purposes of this Order, be treated as an educational endowment held solely for educational purposes.

3. This Order shall come into operation on the first day of October, one thousand nine hundred and two, and may be cited as the Board of Education (Powers) Order in Council, 1902, and the Board of Education (Powers) Order in Council, 1900, the Board of Education (Powers) Order in Council, 1901, and this Order may be cited together as the Board of Education (Powers) Orders in Council, 1900 to 1902.

A. W. FITZROY.

SCHEDULE.

16 & 17 Vict. c. 137 ...	The Charitable Trusts Acts, 1853 to 1894.
18 & 19 Vict. c. 124 ...	
23 & 24 Vict. c. 136 ...	
25 & 26 Vict. c. 112 ...	
32 & 33 Vict. c. 110 ...	
50 & 51 Vict. c. 49 ...	
54 & 55 Vict. c. 17 ...	
57 & 58 Vict. c. 35 ...	
32 & 33 Vict. c. 56 ...	The Endowed Schools Acts, 1869, 1873, and 1874.
36 & 37 Vict. c. 87 ...	
37 & 38 Vict. c. 87 ...	
17 & 18 Vict. c. 112 ...	The Literary and Scientific Institutions Act, 1854.
21 & 22 Vict. c. 71 ...	The Bishops' Trusts Substitution Act, 1858.
23 & 24 Vict. c. 134 ...	The Roman Catholic Charities Act, 1860.
35 & 36 Vict. c. 24 ...	The Charitable Trustees Incorporation Act, 1872.
45 & 46 Vict. c. 21 ...	The Places of Worship Sites Amendment Act, 1882.
51 & 52 Vict. c. 42 ...	The Mortmain and Charitable Uses Act, 1888.
54 & 55 Vict. c. 73 ...	The Mortmain and Charitable Uses Act, 1891.
55 & 56 Vict. c. 11 ...	The Mortmain and Charitable Uses Amendment Act, 1892.
55 & 56 Vict. c. 29 ...	The Technical and Industrial Institutions Act, 1892.
46 & 47 Vict. c. 61 ...	The Agricultural Holdings Act, 1883
45 & 46 Vict. c. 80 ...	The Allotments Extension Act, 1882.
50 & 51 Vict. c. 48 ...	The Allotments Acts, 1887 and 1890.
53 & 54 Vict. c. 65 ...	
45 & 46 Vict. c. 50 ...	The Municipal Corporations Act, 1882
46 & 47 Vict. c. 18 ...	The Municipal Corporations Act, 1883.
55 & 56 Vict. c. 53 ...	The Public Libraries Act, 1892.
56 & 57 Vict. c. 73 ...	The Local Government Act, 1894.
62 & 63 Vict. c. 14 ...	The London Government Act, 1899.

SUPREME COURT TAXING OFFICE.

NOTICE,

Master Macnamara, the Vacation Taxing Master, will, at the request of the parties, take any urgent Chancery case in which the payment or distribution of money in court under any order made on or after the 19th of July, 1902, depends upon the taxation of costs, provided that the copy of the order, together with the bills and papers, be carried in on the 16th of August, or within seven days of the passing of the order, and will also take any urgent King's Bench case if the bill, papers, and order be lodged within seven days of the completion of the order.

The Vacation Taxing Office will be Master Macnamara's Chambers, Room No. 230, where all applications should be made between 11 a.m. and 1 p.m.

21st July, 1902.

LAW SOCIETIES.

LAW ASSOCIATION.

A meeting of the directors was held at the hall of the Incorporated Law Society on Thursday, the 7th inst., Mr. Arthur Toovey in the chair. The other directors present were Messrs. Daw, Foss, Pead, and Vallance. A sum of £40 was voted in grants of relief; two new members were elected, and other general business transacted.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on the 13th inst., Mr. Grantham R. Dodd in the chair. The other directors present being Messrs. W. F. Blandy (Reading), T. Musgrave Francis (Cambridge), J. R. B. Gregory, Samuel Harris (Leicester), Richard Pennington, J.P., Maurice A. Tweedie, and J. T. Scott (secretary). A sum of £1,106 was distributed in grants of relief, six new members were admitted to the association, and other general business transacted.

LEGAL NEWS.

APPOINTMENTS.

Mr. HENRY CHARLES MAJOR, Attorney-General of Grenada, has been appointed Chief Justice of Fiji and Chief Judicial Commissioner for the Western Pacific.

GENERAL.

Out in one of the border towns, says an American journal, a case was in progress, and one of the lawyers was an Eastern man who was new to the country. "Will you charge the jury, your honour?" he asked, after the evidence had been submitted. "Oh, no, I guess not," replied the judge. "I never charge them anything They don't know much, anyhow, and I let 'em have all they can make."

The following circular has been issued by the Home Office: The Licensing Bill has now passed both Houses of Parliament and awaits the Royal Assent. The Home Secretary wishes to draw the attention of magistrates' clerks and others concerned to the fact that section 14 of the Act comes into force at once. This section provides that there shall be no general annual licensing meeting this autumn, and that in every district where the meeting would, but for the new Act, have been held in the present month or in September, every justice's licence in force on the 10th of October, 1902, shall, on production to the clerk to the licensing justices and on payment of half the fees which would have been payable if the licence had been renewed, remain in force until the 5th of April, 1903, unless previously forfeited or unless the licensee or the premises become disqualified. In future the general annual licensing meetings will be held within the first fourteen days of February in each year.

Mr. Akers Douglas, says the *Globe*, is the third Home Secretary in succession who has not received a legal training. Prior to the appointment of Sir Matthew White Ridley, who succeeded Mr. Asquith in 1895, there had not been a non-legal Home Secretary for thirty-six years. The legal world had grown accustomed to think that the Home Office was essentially a place for a lawyer, and there was some little grumbling in the inns both when Sir Matthew White Ridley was appointed in 1895, and Mr. Ritchie became his successor two years ago. It was pointed out that the Home Secretary is practically the Court of Appeal in criminal cases, and it was urged that only a trained lawyer could properly fill the part. The fears which filled the legal mind have certainly not been realized. Who shall say that Sir Matthew White Ridley and Mr Ritchie were not quite as successful as, say, Sir William Harcourt and Mr. Henry Matthews in discharging those duties of the Home Office that relate to the administration of the criminal law? There is legal talent enough among the permanent officials at the Home Department.

The question of kleptomania as a defence to a charge of larceny has, says the *Central Law Journal*, arisen in an interesting form in the recent case of *State* v. *McCullough* (87 N. W. Rep. 503), in which the Supreme Court of Iowa held that what the medical profession call kleptomania was a weakening of the will power to such an extent as to leave the afflicted one powerless to control his impulse to appropriate the personal property of others, and that it was a good defence to an indictment for larceny independent of any question of avarice or greed. It appears that defendant had been three times before convicted of larceny

and like offences. It was shewn that he possessed an inordinate desire for possessing himself of articles of personal property, with no regard to any special value they might have and for many of which he could have no use. The court in its instructions, after telling the jury they were to acquit the defendant if they found that the acts charged were caused by mental disease which dethroned his reason and judgment with respect to those acts and inevitably forced him to their commission, added the following: "The practical question is whether avarice or insanity was the controlling force." The court held this latter clause to be error as setting off avarice and greed against insanity, as though these qualities indicated a sound mental condition.

The benchers of the Middle Temple entertained at dinner on Friday night in last week the Colonial and Indian judges now in London. The guests present were the Lord Chancellor, the Lord Chancellor of Ireland, Lord George Hamilton, M.P., Secretary of State for India, Sir Raymond West, K.C.I.E., Sir Douglas Straight, Sir John Jardine, K.C.I.E., Sir John W. Carrington, C.M.G., the Hon. Chief Justices Sir Ormond Malcolm, H. S. Wilkinson, W. L. Lewis, H. G. Kelly, P. Crampton Smyly, C. P. Layard, and G. Bettesworth Piggott, the Hon. Justices E. A. Northcote, R. M. Routledge, J. H. Hood, R. N. Hall, R. F. Rampini, and Irving, Mr. W. Clark, Mr. A. Hudson, Mr. A. Bertram, and Mr. J. Jardine, K.C. After the usual loyal toasts the chairman (Mr. Hopwood, K.C.) proposed "The Colonial Bench and Bar." He said they were all proud of what their guests had done in the country's service, and they were all assured that they would continue to do their utmost to support the grandeur of the name of the British Empire. The other toasts were "The Bench and Bar of the Empire of India," "The English Bench and Bar," and "The Chairman." The Lord Chancellor, in responding to the toast of "The English Bench and Bar," proposed by Sir R. Littler, K.C., remarked that in every country of the Empire, whether they had to administer the Mahomedan law or the Roman-Dutch law, or wherever they went, there were difficulties of administration, but the one thing necessary for the administration of justice—and an independent and learned bar was as important to the community as a learned and independent judge—was an independent judgment and a determination to do right.

THE PROPERTY MART

SALES OF THE ENSUING WEEK.

Aug. 21.—Messrs H. E. Foster & Cranfield, at the Mart, at 2:—

REVERSIONS:

To One-fifth of a Trust Fund value £10,000; lady aged 69. Solicitors, Messrs. Haslam & Co., London.

To £440 L. B. & S. C. Ry. Stock; lady aged 42. Solicitors, Messrs. Bickle & Wilcocks, Plymouth.

To Three One-sixths of One-tenth of Estate value £115,000; lady aged 77 and gentleman aged 54. Solicitors, Messrs. Wansey, Bowen, & Co., London.

To Houses at Redhill value £770; lady aged 81. Solicitor, H. Mear, Esq., London.

REVERSIONARY INTERESTS in a Trust Estate value £80,000; lives 57, 57, 58 and 48. Solicitors, Messrs. Poole & Robinson, London.

POLICIES for £2,500, £250, £150. Solicitors, Messrs. Langlois & Co., London, and Francis A. Joyce, Esq., Newport, I.W.

SHARES in various Companies.

(See advertisements, this week, back page.)

WINDING UP NOTICES.

London Gazette.—Friday, Aug 8.

JOINT STOCK COMPANIES.

Limited in Chancery.

Albion Wheel and Tyre Works, Limited—Petn for winding up, presented July 31, directed to be heard Oct 28. Ford & Co, Bloomsbury sq, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 27

Buckmaster & Son, Limited—Petn for winding up, presented Aug 6, directed to be heard Aug 20. Stevenson & Couldwell, Penchurch st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 19

Lee's Advertising Agency, Limited—Petn for winding up, presented Aug 2, directed to be heard Aug 20. Miller & Steele, St Stephen's chmbrs, Telegraph st. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 19

Malmesbury Waterworks Co, Limited—Creditors are requested, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to Mr Thomas L. Hixwood, Malmesbury. Clark & Smith, Malmesbury, solors for liquidator

Wheal, Metal and Flow, Limited—Creditors are required, on or before Sept 9, to send their names and addresses, and the particulars of their debts or claims, to Edward Ashmead, 2, Drapers' gdns

London Gazette.—Tuesday, Aug 12.

JOINT STOCK COMPANIES.

Limited in Chancery.

Arthur Stanton & Co, Limited—Petn for winding up, presented Aug 8, directed to be heard Aug 20. Raphael & Co, 59, Moorgate st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 19

Camden Theatre, Limited—Creditors are required, on or before Sept 20, to send in their names and addresses, and the particulars of their debts or claims, to William Herbert Chantrey, 57, Moorgate st. The above notice only refers to debts contracted in connection with the Camden Theatre before May 20

Cardiff and Newport Fitwood Co, Limited (in Liquidation)—Creditors are required, on or before Sept 24, to send their names and addresses, and the particulars of their debts or claims, to Walter Garlick Flanders, 101, Dock st, Newport. Lyne & Co, Newport, solors to liquidator

Coronet Theatre, Limited—Creditors are required, on or before Sept 20, to send in their names and addresses, and the particulars of their debts or claims, to William Herbert Chantrey, 57, Moorgate st. The above notice only refers to debts contracted in connection with the Coronet Theatre before May 20

Kai Syndicate, Limited—Creditors are required, on or before Sept 12, to send their names and addresses, and the particulars of their debts or claims, to S S Kennedy, 7-11, Moorgate st

London and Pretoria Financial Co, Limited—Creditors are required, on or before Sept 9, to send their names and addresses, and the particulars of their debts or claims, to George Middleton Kiel and George Reed, 10, New Broad st

Mineral Oils Corporation, Limited—Creditors are required, on or before Sept 9, to send their names and addresses, and particulars of their debts or claims, to Frederick Seymour Salaman, 3, Bucklersbury. Clarkson & Co, Lime st, solors for the liquidator

Stevensons Metal Co, Limited—Petn for winding up, presented Aug 4, directed to be heard before the Vacation Judge, Aug 20, at 10 30. Reece & Harris, 53, New st, Birmingham, solors for the petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 19

Tarkwa Main Reef, Limited—Petn for winding up, presented Aug 7, directed to be heard Aug 20. Adler & Pesowne, 48, Copthall av. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 19

Warning to Intending House Purchasers and Lessees.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[Advt.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Friday, Aug. 8.

Arbuthnot, Frederick, 34, St George's rd, London Oct 1 Patton v Arbuthnot, Joyce, J King & Co, 11, Queen Victoria st

Gyde, Edwin Francis, Stonehouse, Gloucester, Gent Sept 30 Attorney-General v Ward, Stanton, Hooper, Winterbotham, & Croome, Farwell, J Upton, Stroud

London Gazette.—Tuesday, Aug. 12.

Davies, William Robert, Dolgelley, Merioneth, Gent Sept 30 Griffith v Davies, Farwell, J Davies, Dolgelley

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Tuesday, Aug 2.

Attock, Frederick, Didsbury, nr Manchester Sept 5 Crofton & Co, Manchester

Baron, Josiah, Plymouth Aug 29 Jackson, Plymouth

Biddle, John, Nechells, Birmingham Sept 8 Jagger, Birmingham

Boyd, Henrietta, Hilcote Hall, nr Eccleshall Sept 1 Price, Brecon, Wales

Chitty, Emily Merlott, Horsham Sept 6 Smith & Co, Throgmorton av

Craig, Elizabeth, Birkenhead Sept 5 Pugh, Birkenhead

De Quetteville, Eliza Ludlow, St Aubins, Jersey Sept 1 Robbins & Co, Strand

Drewry, George Henry, Nottingham, Hosiery Manufacturer Sept 1 Spencer, Nottingham

Fletcher, Eli, Gt Horton, Bradford, Farmer Sept 1 Jacobs & Dixon, Hull

Galsworthy, William, Charles st, Berkeley sq Aug 30 J & E H Galsworthy, Old Jewry Chmbrs

Gill, Alfred Briggs, Leeds, Commission Agent Sept 27 Peckover & Scriven, Leeds

Harding, Douglas Hamnet, West Dulwich, Merchant Sept 12 Burchell & Co, Victoria st, Westminster

Hewson, Frederick William, Westminster Bridge rd, Restaurant Keeper Sept 30 Dowse, Bedford row

Humphery, Emma, Prince's gate, Hyde Park Sept 30 Druces & Attlee, Billiter sq

Illingworth, Samuel, Sheffield Sept 15 Rodgers & Co, Sheffield

Kenyon, Ralph, Hurst, nr Ashton under Lyne, Farmer Aug 30 Richards & Hurst, Ashton under Lyne

Lawrence, Edmund George, Hove, Solicitor Sept 1 Lawrence & Sons, Raymond bldgs, Gray's inn

Lewis, Joseph, Birmingham, Chartered Accountant Sept 30 Newey & Son, Birmingham

Lowe, Eliza, Halifax Aug 20 Dey, Halifax

Martin, Caroline, Upgate, Louth, Lincs Oct 1 Bell & Ingoldby, Louth

Maw, John Henry Cornelius, Sale, Chester, Physician Sept 1 Barber, Ashton under Lyne

Parks, Ann Maria, Dover Sept 15 Carder, Dover

Poulter, Charles, Hastings Sept 10 Morgan, Hastings

Scrutton, Osborne Palmer, Brightlingsea, Essex, Miller Sept 15 Goody & Sons, Colchester

Shepherd, Elizabeth, Rochdale Aug 30 Chadwick, Rochdale

Smith, Thomas Shalden, Shalden, Hants Sept 13 Kempson, Farnham

Stubbs, George Henry, Brighton Sept 5 Maskell & Nisbet, John st, Bedford row

Swain, Martha, Blackpool Sept 5 Crofton & Co, Manchester

Swift, James, Godmanchester, Hunts, Shoemaker Sept 19 Hunnybun & Sons, Huntingdon

Thomas, Emily, Clevedon, Somerset Sept 1 Langworthy, Bristol

Wardlaw, John, Dover st, Piccadilly Sept 1 A & H White, Gt Marlborough st

Washington, Alfred Adams, Brixton Aug 31 Watson, Finsbury circus

Watts, Edmund Hannay, Whittington av, Shipbroker Sept 20 Flux & Co, East India av

Weston, Spencer John, Egerton cres Sept 17 Trinder & Co, Leadenhall st

Williams, Gwenllian, Merthyr Tydfil Aug 19 Lewis & Jones, Merthyr Tydfil

Wills, Mary Ann, Plymouth Aug 29 Jackson, Plymouth

Windle, Thomas, Newchurch, Lancs, Stone Merchant Aug 27 Knowles & Thompson, Waterfoot, nr Manchester

Wright, Esther Elizabeth, Ipswich Sept 29 Cobbold & Co, Ipswich

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug. 8.

RECEIVING ORDERS.

ANDERSON, WILLIAM, King's rd, Camden Town, Licensed Victualler High Court Pet July 15 Ord Aug 5
BAILEY, WALTER, Watford, Herts, Builder St Albans Pet July 15 Ord Aug 1
BENSON, JOSEPH PHILIP, Hyde, Chester, Civil Engineer Ashton under Lyne Pet July 18 Ord Aug 6
BLACKMORE, HAROLD, Rookley, I of W Newport Pet July 11 Ord Aug 2
BROWN, ARTHUR AUGUSTUS, Adpar st, Solder Manufacturer High Court Pet Aug 2 Ord Aug 2
BROWN, HERBERT, Chorley, Lancs, Fruit Salesman Coventry Pet Aug 5 Ord Aug 5
BUSSEY, JOHN, Bishop's Castle, Salop, Grocer Leominster Pet Aug 6 Ord Aug 6
CARR, THOMAS, Barnsley, Grocer Barnsley Pet Aug 5 Ord Aug 5
CARTWRIGHT, HENRY, Branton Green, nr Gt Ouseburn, Yorks, Farmer York Pet Aug 2 Ord Aug 2
CHAPMAN, WILLIAM, Mansfield, Notts, General Dealer Nottingham Pet Aug 1 Ord Aug 1
CLEMENTS, GEORGE CLARKE, Exeter, Commission Agent Exeter Pet Aug 5 Ord Aug 5
COLE, FRANK, Rochester, Baker Rochester Pet Aug 5 Ord Aug 5
COLE, GEORGE, Llanelly, Shoemaker Carmarthen Pet Aug 2 Ord Aug 2
COX, THOMAS HORACE, Derby, Builder Derby Pet July 30 Ord Aug 5
CREA, EDWARD JOSEPH, Streatley rd, Kilburn High Court Pet Aug 6 Ord Aug 6
DA COSTA, LEWIS AARON, Merchant st, Bow, Commission Agent High Court Pet July 14 Ord Aug 5
DRANSFIELD, WILLIAM, Bury, Auctioneer Bolton Pet Aug 5 Ord Aug 5
EDMONDS, FREDERICK, Caister on Sea, Norfolk, Carpenter Gt Yarmouth Pet Aug 5 Ord Aug 5
GIBSON, THOMAS CHARLES, Headcorn, Kent, Farmer Maidstone Pet Aug 5 Ord Aug 5
GÖBEL, FRANZ, Lower Clapton, Hairdresser High Court Pet Aug 1 Ord Aug 1
GOFF, EDMUND SIMPSON, Littlehampton, Florist Brighton Pet June 20 Ord July 31
GURTON, FRANK, Hornsey rd, Wardrobe Dealer High Court Pet July 12 Ord Aug 1
HARRISON, FREDERICK, Bath, Greengrocer Bath Pet Aug 2 Ord Aug 2
HESSELTINE, GEORGE ROBERT, Newcastle on Tyne, Clothier Newcastle on Tyne Pet Aug 6 Ord Aug 6
HODGMAN, JOSEPH THOMAS, Lowestoft, Smackowner Gt Yarmouth Pet Aug 2 Ord Aug 2
HOOLEY, CHARLES, and ARTHUR HOOLEY, Manchester, Tobacconists Manchester Pet Aug 1 Ord Aug 1
HORTON, WILLIAM HENRY, Handsworth, Cab Driver Birmingham Pet July 31 Ord July 31
KEARTON, WILLIAM SHAW, Berwick upon Tweed, Quarry Master High Court Pet July 30 Ord Aug 6
LAVERCOMBE, CHARLES, Askew rd, Shepherd's Bush, Harness Maker High Court Pet Aug 6 Ord Aug 6
MCKENZIE, CHARLOTTE MARY, Blenheim cres, North Kensington High Court Pet July 31 Ord July 31
MARGETTS, ALGERNON EDWARD, Llandudno, Hotel Manager Bangor Pet Aug 2 Ord Aug 2
MARSHALL, WILLIAM, Copthall av, Company Promoter High Court Pet March 26 Ord July 30
MONK, ALBERT PEARCE, Swindon Swindon Pet Aug 6 Ord Aug 6
MORRIS, FREDERICK THOMAS JAMES, Clifton, Bristol, Photographer Bristol Pet Aug 6 Ord Aug 6
NEWTON, CHARLES, Newmarket, Fishmonger Cambridge Pet Aug 1 Ord Aug 1
NICHOLS, ROBERT, Ashburton, Devon, Miller Exeter Pet Aug 5 Ord Aug 5
NUTTALL, MARY ANN, Bolton, Spinster Bolton Pet July 16 Ord Aug 2
PAGE, JOHN AUSTIN, Doncaster, Licensed Victualler Sheffield Pet Aug 2 Ord Aug 2
PARDY, JAMES R, Barnes Wandsworth Pet June 6 Ord Aug 5
PASLEY, JOSEPH JAMES, Batley, Greengrocer Dewsbury Pet Aug 5 Ord Aug 5
PERSICHETTI, BONA VENTURA, Halifax, Ice Cream Maker Halifax Pet Aug 2 Ord Aug 2
PETER & EVANS, Brixton rd, Drapers High Court Pet July 18 Ord Aug 6
PHILLIPS, JOHN, Battersea rise, Clapham, Victualler High Court Pet Aug 6 Ord Aug 6
POLLARD, HARRY E, Adelphi High Court Pet July 16 Ord Aug 6
ROBINSON, NATHANIEL GRUNWELL, Halifax, Draper Halifax Pet Aug 5 Ord Aug 5
ROWLANDS, RICHARD, Shrewsbury, Grocer Shrewsbury Pet July 29 Ord Aug 1
RYMER, JOSEPH, Kingston upon Thames Kingston, Surrey Pet Aug 5 Ord Aug 5
THOMAS, JOHN, Llanwinio, Carmarthens, Farmer Carmarthen Pet Aug 5 Ord Aug 5
THOMPSON, ELAM, Bedworth, Warwick, Grocer Coventry Pet July 28 Ord Aug 2
THRASHER, WILLIAM SARGENT, Coventry Coventry Ord Aug 5
TRENDELL, JAMES, Crowthorne, Berks, Builder Reading Pet July 14 Ord Aug 2
VICKERY, FRANK ERNEST, Willesden, Watch Maker High Court Pet Aug 1 Ord Aug 1
WEINBERG, JOSEPH, Longton, Staffs, Clothier Stoke upon Trent Pet July 19 Ord July 29
WHEATLEY, FREDERICK JOHN, Harold Wood, Essex, Farmer Chelmsford Pet Aug 5 Ord Aug 5
WHEELER, JAMES TREVOR, Worcester, Licensed Victualler Worcester Pet Aug 2 Ord Aug 2
WOOD, WILLIAM, Cinderford, Glos, Blacksmith Gloucester Pet Aug 1 Ord Aug 1
YEO, HENRY, Walworth, Surrey, Leather Manufacturer High Court Pet July 19 Ord Aug 6

Amended notice substituted for that published in the London Gazette of Aug 1:

MCMECHAN, SAMUEL JOHN, Higher Broughton Salford Pet July 29 Ord July 29

FIRST MEETINGS.

ANDERSON, WILLIAM King's rd, Camden Town, Licensed Victualler Aug 19 at 12 Bankruptcy bldgs, Carey st
BRAYBROOK, JOHN, Ringstead, Northampton, Coal Merchant Aug 15 at 12.30 Off Rec, Bridge st, Northampton
BROWN, ARTHUR AUGUSTUS, Hall pl, Paddington, Solder Manufacturer Aug 19 at 11 Bankruptcy bldgs, Carey st
BUDD, J F, Cornhill Aug 20 at 12 Bankruptcy bldgs, Carey st
BURGE, WILLIAM JAMES, Poole, Wheelwright Aug 15 at 12.30 Off Rec, Endless st, Salisbury
CARTWRIGHT, HENRY, Branton Green, nr Gt Ouseburn, Yorks, Farmer Aug 18 at 12.30 Off Rec, The Red House, York
CORBETT, HENRY, Chaddesley Corbett, nr Kidderminster Aug 15 at 11 Off Rec, 199, Wolverhampton st, Dudley
DA COSTA, LEWIS AARON, Merchant st, Bow, Commission Agent Aug 20 at 11 Bankruptcy bldgs, Carey st
DAWSON, SARA EDITH, and EMMELINE GRACE DAWSON, Eastbourne, School Proprietresses Sept 3 at 10.30 17, High st, Lewes
DRANSFIELD, WILLIAM, Bury, Auctioneer Aug 15 at 3 19, Exchange st, Bolton
GARNER, ARTHUR, Leicester, Boot Manufacturer Aug 15 at 12 30 Off Rec, 1, Berridge st, Leicester
GUILFORD, THOMAS, Uplands, nr Stroud, Cycle Agent Aug 18 at 3.15 Imperial Hotel, Stroud
HAMBLEN, THOMAS, Leamington, Bookseller Aug 15 at 12.30 Off Rec, 17, Hertford st, Coventry
LITTLE, WILLIAM ALFRED, Lee, Kent Aug 15 at 12 30 24, Railway app, London Bridge
LONGBONES, WILLIAM, Kingston upon Hull Aug 15 at 11 Off Rec, Trinity House ln, Hull
MAINWOOD, WILLIAM JAMES, Windsor, Cigar Merchant Aug 18 at 12 95, Temple chmbrs, Temple av
MCKENZIE, CHARLOTTE MARY, Blenheim cres, North Kensington, Widow Aug 18 at 2 30 Bankruptcy bldgs, Carey st
MARSH, JOHN, Winchester, Stonemason Aug 19 at 3 Off Rec, 172, High st, Southampton
MARSH, GEORGE W, Streatham, Fruiterer Aug 15 at 11.30 24, Railway app, London Bridge
MILES, ALFRED EDWARD, Nailsworth, Glos, Tobacconist Aug 16 at 12 Off Rec, Gloucester
MILWARD, ROBERT HARDING, and JOHN HENRY MILWARD, Birmingham, Solicitors Aug 20 at 11 174, Corporation st, Birmingham
MUSPITT, ALFRED, East Hatley, Beds, Blacksmith Aug 15 at 12 Off Rec, Bridge st, Northampton
NEWMAN, WILLIAM, Birmingham, Hardware Merchant Aug 15 at 11 174, Corporation st, Birmingham
NEWTON, CHARLES, Newmarket, Fishmonger Aug 15 at 11 Off Rec, 5, Petty Cury, Cambridge
NUTTALL, MARY ANN, Bolton Aug 16 at 10 30 19, Exchange st, Bolton
PAIN, JOHN, Cobham, Coach Builder Aug 15 at 12 24, Railway app, London Bridge
PETER & EVANS, Brixton rd, Drapers Aug 18 at 12 Bankruptcy bldgs, Carey st
REDSELL, EDWIN HORACE, Gravesend, Corn Merchant Aug 18 at 11.30 115, High st, Rochester
RING, WILLIAM JAMES, Strood, Builder Aug 18 at 11.15 115, High st, Rochester
ROWLANDS, RICHARD, Shrewsbury, Grocer Aug 19 at 11 Off Rec, 42, St John's hill, Shrewsbury
TIZARD, HENRY JOHN, New Southgate Aug 18 at 3 95, Temple chmbrs, Temple av
VICKERY, FRANK ERNEST, Willesden, Watchmaker Aug 15 at 12 Bankruptcy bldgs, Carey st
WAKE, OSWALD SILVESTER, York, Painter Aug 15 at 12.30 Off Rec, The Red House, York
WALMSLEY, JOHN, Blackburn, Draper's Salesman Aug 15 at 10 30 Off Rec, 14, Chapel st, Preston
WELSH, FREDERICK, Southampton, Brewer Aug 18 at 3 Off Rec 172 High st, Southampton
WHEELER, JAMES TREVOR, Worcester, Licensed Victualler Aug 19 at 11.30 45, Copenhagen st, Worcester
WILLIAMS, MARGARET JANE, Rhyl, Flint, Coach Builder Aug 15 at 12 Crypt chmbrs, Eastgate row, Chester
WILLIAMS, SILVESTER, Nantwich, Licensed Victualler Aug 29 at 10 30 The Royal Hotel, Crewe

ADJUDICATIONS.

BROWN, HERBERT, Chorley, Fruit Salesman Coventry Pet Aug 5 Ord Aug 5
BUSSEY, JOHN, Bishops Castle, Salop, Grocer Leominster Pet Aug 6 Ord Aug 6
CARR, THOMAS, Barnsley, Grocer Barnsley Pet Aug 5 Ord Aug 5
CARTWRIGHT, HENRY, Branton Green, nr Gt Ouseburn, Yorks, Farmer York Pet Aug 2 Ord Aug 2
CHAPMAN, WILLIAM, Mansfield, Notts, General Dealer Nottingham Pet Aug 1 Ord Aug 1
CLEMENTS, GEORGE CLARKE, Exeter, Commission Agent Exeter Pet Aug 5 Ord Aug 5
COLE, FRANK, Rochester, Baker Rochester Pet Aug 5 Ord Aug 5
COLE, GEORGE, Llanelly, Shoemaker Carmarthen Pet Aug 2 Ord Aug 2
CORBETT, HENRY, Chaddesley Corbett, nr Kidderminster Kidderminster Pet July 23 Ord July 31
COX, THOMAS HORACE, Mickleover, Derby, Builder Derby Pet July 30 Ord Aug 5
CREA, EDWARD JOSEPH, Kilburn High Court Pet Aug 6 Ord Aug 6
DE COSTA, LEWIS AARON, Merchant st, Bow, Commission Agent High Court Pet July 14 Ord Aug 6
DRANSFIELD, WILLIAM, Bury, Auctioneer Bolton Pet Aug 5 Ord Aug 5
EDMONDS, BENJAMIN, Harwich, Stationer Colchester Pet July 9 Ord July 31
EDMONDS, FREDERICK, Caister on Sea, Norfolk, Carpenter Gt Yarmouth Pet Aug 5 Ord Aug 5
ELLIOTT, WALTER KEITH, Cromwell rd, South Kensington High Court Pet Feb 24 Ord Aug 1
FREW, ALEXANDER MCCLELLAN, Cambridge, Draper Cambridge Pet June 20 Ord Aug 2
GIBSON, THOMAS CHARLES, Headcorn, Kent, Farmer Maidstone Pet Aug 5 Ord Aug 5
GÖBEL, FRANZ, Lower Clapton, Hairdresser High Court Pet Aug 1 Ord Aug 1
GREENWOOD, THOMAS FAIRTHORNE, Chancery ln, Solicitor High Court Pet April 10 Ord Aug 1
HARRIS, GEORGE, Silsoe, Beds, Farmer Bedford Pet Aug 1 Ord Aug 6
HARRISON, FREDERICK, Bath, Greengrocer Bath Pet Aug 2 Ord Aug 2
HESSELTINE, GEORGE ROBERT, Newcastle upon Tyne, Clothier Newcastle on Tyne Pet Aug 6 Ord Aug 6
HODGMAN, JOSEPH THOMAS, Lowestoft, Smack Owner Gt Yarmouth Pet Aug 2 Ord Aug 2
HOOLEY, CHARLES, and ARTHUR HOOLEY, Manchester, Tobacconists Manchester Pet Aug 1 Ord Aug 1
HORTON, WILLIAM HENRY, Handsworth, Cab Driver Birmingham Pet July 31 Ord July 31
KEEPING, JOHN HENRY, Meymott st, Blackfriars rd, Greengrocer High Court Pet July 14 Ord Aug 4
LEDDEN, JOHN A, Norfolk st, Strand, Financial Agent High Court Pet Mar 22 Ord Aug 6
LINK, J W, Northumberland av, Financial Agent High Court Pet July 30 Ord Aug 11
LINK, JOHN WALDO, Northumberland av, Company Promoter High Court Pet April 27 Ord July 30
MCKENZIE, CHARLOTTE MARY, Blenheim cres, North Kensington High Court Pet July 31 Ord July 31
MACNAGHTEN, ALFRED HILL, Harrogate, Merchant High Court Pet May 16 Ord Aug 6
MARGETTS, ALGERNON EDWARD, Llandudno, Hotel Manager Bangor Pet Aug 2 Ord Aug 2
MONK, ALBERT PEARCE, Swindon, Professor of Music Swindon Pet Aug 6 Ord Aug 6
NEWTON, CHARLES, Newmarket, Fishmonger Cambridge Pet Aug 1 Ord Aug 1
NICHOLS, ROBERT, Ashburton, Devon, Miller Exeter Pet Aug 5 Ord Aug 5
NUTTALL, MARY ANN, Bolton Bolton Pet July 16 Ord Aug 6
PAGE, JOHN AUSTIN, Doncaster, Licensed Victualler Sheffield Pet Aug 2 Ord Aug 2
PAGLIA, GESLIMIRIO, and FRANCISCA VERANI, Porchester rd, Bayswater, Restaurant Keepers High Court Pet July 25 Ord Aug 1
PASLEY, JOSEPH JAMES Batley, Yorks, Greengrocer Dewsbury Pet Aug 5 Ord Aug 5
PERSICHETTI, BONA VENTURA, Halifax, Ice Cream Maker and Dealer Halifax Pet Aug 2 Ord Aug 2
PHILLIPS, JOHN, Battersea Rise, Clapham, Victualler High Court Pet Aug 6 Ord Aug 6
RANKIN, HENRY, Stonecutter st, Farringdon st, Merchant High Court Pet May 24 Ord Aug 4
ROBINSON, NATHANIEL GRUNWELL, Halifax, Draper Halifax Pet Aug 5 Ord Aug 5
ROURKE, OWEN, JOHN ROURKE and THOMAS ROURKE, Manchester, Confectioners Manchester Pet July 15 Ord Aug 5
RYMER, JOSEPH, Kingston on Thames, Surrey Kingston, Surrey Pet Aug 5 Ord Aug 5
SPEAR, JOHN WILLIAM, and OVE CHRISTIAN JENSEN, Salford, Bacon Smokers Salford Pet July 1 Ord Aug 5
TAYLER, PIERRE HUGON, Hove, Lodging House Keeper Brighton Pet June 25 Ord Aug 6
THOMAS, JOHN, Llanwinio, Carmarthen, Farmer Carmarthen Pet Aug 5 Ord Aug 5
THOMAS, ROSE, Aston Manor, Warwick, Baker Birmingham Pet July 16 Ord Aug 1
UBER, CARL GOTTLOB, Lower James st, Golden sq High Court Pet June 6 Ord Aug 1
VICKERY, FRANK ERNEST, Willesden, Watchmaker High Court Pet Aug 1 Ord Aug 1
WATT, JAMES, Oxford st, Auctioneer High Court Pet May 9 Ord Aug 4
WEINBERG, JOSEPH, Longton, Staffs, Clothier Stoke upon Trent Pet July 19 Ord Aug 2
WHEATLEY, FREDERICK JOHN, Harold Wood, Essex, Farmer Chelmsford Pet Aug 5 Ord Aug 5
WHEELER, JAMES TREVOR, Worcester, Licensed Victualler Worcester Pet Aug 2 Ord Aug 2
WILLIAMS, MARGARET JANE, Rhyl, Flints, Coachbuilder Bangor Pet July 21 Ord Aug 5
WOOD, WILLIAM, Cinderford, Glos, Blacksmith Gloucester Pet Aug 1 Ord Aug 1

Amended notice substituted for that published in the London Gazette of July 29:

HORNSBY, ANDREW, Stittenham, Yorks, Farmer Scarborough Pet July 25 Ord July 25

Amended notice substituted for that published in the London Gazette of Aug 5:

RING, WILLIAM JAMES, Strood, Kent, Builder Rochester Pet Aug 1 Ord Aug 1

ADJUDICATION ANNULLED.

WELCH, WILLIAM ERNEST, Charmouth, Dorset, Farm Labourer Dorchester Adjud Jan 11, 1901 Annul July 11, 1902

London Gazette.—TUESDAY, Aug 12.

RECEIVING ORDERS.

ALLAN, JOHN, Scarborough, Coal Dealer Scarborough Pet Aug 7 Ord Aug 7
ATKIND, SOLOMON, Balsall Heath, Birmingham, Furnisher Birmingham Pet Aug 8 Ord Aug 8
BENDSTEIN, ISAAC, Landport, Hants, Tailor Portsmouth Pet Aug 5 Ord Aug 5
CARTER, SAMUEL, Salem, Oldham, Butcher Oldham Pet July 24 Ord Aug 6
CASWELL, JOHN EDWARD, Leigh, Lancs, Tailor Bolton Pet Aug 7 Ord Aug 7
COOK, WILLIAM, Middlesbrough, Fish Dealer Middlesbrough Pet Aug 7 Ord Aug 7
CORBETT, FREDERICK, Worcester, Solicitor Worcester Pet Aug 8 Ord Aug 8

CROW, EDWARD SUTTON, Euston sq. Hotel Manager High Court Pet Aug 7 Ord Aug 7
CROW, THOMAS, Wandsworth, Merchant High Court Pet Aug 7 Ord Aug 7
DAUNCEY, RICHARD, Wotton under Edge, Glos, Solicitor Gloucester Pet July 26 Ord Aug 7
EAMAN, JOSEPH, Scarborough, Lodging House Keeper Scarborough Pet July 30 Ord July 30
EASTHAM, GEORGE, Broughton, nr Preston, Farmer Preston Pet Aug 7 Ord Aug 7
FARRAR, FRED, Elland, Yorks, Fried Fish Dealer Halifax Pet Aug 7 Ord Aug 7
FERGUSON, DANIEL, Islington, Builder High Court Pet Jan 8 Ord Aug 8
FOLEY, JOHN, Dudley, Brewer Dudley Pet July 21 Ord Aug 7
GOODRICH, JAMES, Walworth rd, Licensed Victualler Pet July 23 Ord Aug 8
GREAVES, CHARLES HENRY, Southport, Plumber Liverpool Pet Aug 8 Ord Aug 8
HALL, JOSHUA, Hyde, Chester, Builder Ashton under Lyne Pet Aug 6 Ord Aug 6
HAWORTH, DAVID, Burnley, Clothlooker Burnley Pet Aug 7 Ord Aug 7
HERBERT, JOHN, Lutterworth, Leicester, Bricklayer Leicester Pet Aug 8 Ord Aug 8
HOLMES, BENJAMIN, Keighley, Yorks, Clog Block Maker Bradford Pet Aug 7 Ord Aug 7
HOPE WILLIAM, Fulham High Court Pet Oct 23 Ord Nov 28
HORNE, ARTHUR, Harborne, Staffs, Laundry Proprietor Birmingham Pet Aug 8 Ord Aug 8
HURD, WILLIAM, Chepstow, Mon, Boat Builder Newport, Mon Pet Aug 7 Ord Aug 7
IKESON, JOHN HENRY, Headingley, Leeds, Tailor's Cutter Leeds Pet Aug 6 Ord Aug 6
JOHNS, SAMUEL COUCH, Reading, Architect Reading Pet Aug 6 Ord Aug 6
KIDD, JOHN LEONARD, Kingston upon Hull Bookkeeper Kingston upon Hull Pet Aug 8 Ord Aug 8
LISTER, JAMES BRIER, Oldham, Grocer Oldham Pet Aug 7 Ord Aug 7
MARSHALL, HERBERT WILLIAM, Kingston upon Hull, Cork Manufacturer Kingston upon Hull Pet Aug 8 Ord Aug 8
MERCER, DERCY WATSON, Swindon, Newsagent Swindon Pet Aug 8 Ord Aug 8
NEALE, THOMAS, Leicester, Commission Agent Leicester Pet July 9 Ord Aug 6
SHAW, HERBERT ARMLEY, Blackpool, Tailor Preston Pet July 21 Ord Aug 8
SKEFFLHORN, SIDNEY GEORGE, Great Sutton st, Clerkenwell, Beer Retailer High Court Pet Aug 8 Ord Aug 8
SMITH, DENNIS, Eldad, East Stonehouse, Cycle Maker Plymouth Pet Aug 2 Ord Aug 7
TAYLOR, BENJAMIN WILLIAM, Finningley, Notts, Farmer Sheffield Pet Aug 8 Ord Aug 8
VERRALL, WALTER OSCAR, Northampton, Coach Builder Northampton Pet Aug 7 Ord Aug 7
WADE, WILLIAM JOHN, Ipswich, Blacksmith Ipswich Pet Aug 6 Ord Aug 6
WARING, JOHN GEORGE, Small Heath, Birmingham, Pianoforte Dealer Birmingham Pet July 25 Ord Aug 7

FIRST MEETINGS.

ARCHER, RICHARD, Darlington, Oil Merchant Aug 20 at 3 Off Rec, 8, Albert rd, Middlesbrough
BERNSTEIN, ISAAC, Landport, Hants, Tailor Aug 19 at 3 Off Rec, Cambridge june, Portsmouth
CARR, THOMAS, Barnsley, Grocer Aug 19 at 10.30 Off Rec, Regent st, Barnsley
CASWELL, JOHN EDWARD, Leigh, Lancs, Tailor Aug 21 at 3 19, Exchange st, Bolton
CLEMENTS, GEORGE CLARKE, Exeter, Commission Agent Sept 4 at 10 30 Off Rec, 13, Bedford circus, Exeter
COLE, FRANK, Rochester, Baker Aug 25 at 12.15 115, High st, Rochester
COLE, GEORGE, Llanelly, Shoemaker Aug 23 at 11.30 Off Rec, 4, Queen st, Carmarthen
COOK, WILLIAM, Middlesbrough, Fish Dealer Aug 29 at 3 Off Rec, 8, Albert rd, Middlesbrough
CREA, EDWARD JOSEPH, Streatley rd, Kilburn Aug 22 at 11 Bankruptcy bldgs, Carey st
CROKER, THOMAS MAY, Cwmsiflog, Mon, Baker Aug 19 at 12 135, High st, Merthyr Tydfil
CROW, EDWARD SUTTON, Euston sq. Hotel Manager Aug 22 at 12 Bankruptcy bldgs, Carey st
CROW, THOMAS, Wandsworth, Merchant Aug 25 at 12 Bankruptcy bldgs, Carey st
DUFFILL, BERTRAM, Smethwick, Staffs, Baker Aug 21 at 12 174, Corporation st, Birmingham
EDMONDS, FREDERICK, Caister on Sea, Norfolk, Carpenter Aug 19 at 11.30 Off Rec, 8, King st, Norwich
FARRAR, FRED, Elland, Yorks, Assistant Fried Fish Dealer Aug 20 at 3.30 Off Rec, Townhall chmbrs, Halifax
GIBSON, THOMAS CHARLES, Headcorn, Kent, Farmer Aug 27 at 11 9, King st, Maidstone
GOGGS, WILLIAM ALFRED, Leicester, Surgeon Aug 19 at 12.30 Off Rec, 1, Berridge st, Leicester
HARRIS, GEORGE, Silsoe, Beds, Farmer Aug 20 at 12 30 Off Rec, Bridge st, Northampton
HARRISON, FREDERICK, Bath, Greengrocer Aug 20 at 11 30 Off Rec, 26, Baldwin st, Bristol
HARRISON, SAMUEL JAMES, Chasetor, nr Walsall, Fishmonger Aug 21 at 10 30 Off Rec, Wolverhampton
HARRISON, WILLIAM, Darlaston, Staffs, Draper Aug 21 at 11.30 Off Rec, Wolverhampton
HEDLEY, JOHN, jun, Bury st, Bloomsbury Aug 22 at 12 Bankruptcy bldgs, Carey st
HENDERSTINE, GEORGE ROBERT, Newcastle on Tyne, Clothier Aug 19 at 11 30 Off Rec, 30, Mosley st, Newcastle on Tyne
HILDER, WILLIAM, jun, Tenterden, Kent Aug 18 at 12.30 Mote & Sons, Tenterden
HOLMES, BENJAMIN, Keighley, Yorks, Clogger Aug 19 at 11 Off Rec, 31, Manor row, Bradford
HOOLEY, CHARLES, and ARTHUR HOOLEY, Manchester, Tobacconists Aug 20 at 12 30 Off Rec, Byrom st, Manchester
HOPE, WILLIAM, Fulham Aug 20 at 2.30 Bankruptcy bldgs, Carey st
HOPKINS, THOMAS, Merthyr Tydfil, Haulier Aug 20 at 12 135, High st, Merthyr Tydfil
IKESON, JOHN HENRY, Headingley, Leeds, Tailors' Cutter Aug 20 at 12 Off Rec, 22, Park row, Leeds
JOHNSON, FREDERICK EDWARD, Kingston upon Hull, Chemist Aug 19 at 11 Off Rec, Trinity House ln, Hull
LAWTON, ELIZABETH, Southport, Glass Dealer Aug 28 at 10 Off Rec, 35, Victoria st, Liverpool
MCMECHAN, SAMUEL JOHN, Higher Broughton Aug 20 at 3 Off Rec, Byrom st, Manchester
MARGETTS, ALGERNON EDWARD, Llandudno, Hotel Manager Aug 19 at 12 Crypt chmbrs, Eastgate row, Chester
MORRIS, FREDERICK THOMAS JAMES Clifton, Bristol, Photographer Aug 20 at 11.45 Off Rec, 26, Baldwin st, Bristol
NICHOLS, ROBERT, Ashburton, Devon, Miller Sept 4 at 10 30 Off Rec, 13, Bedford circus, Exeter
PASLEY, JOSEPH JAMES, Batley, Yorks, Greengrocer Aug 21 at 3 Off Rec, Bank chmbrs, Batley
PESSICHETTI, ROSA VENTURA, Halifax, Ice Cream Maker Aug 20 at 2.30 Off Rec, Townhall
PHILLIPS JOHN, Battersea Rise, Clapham, Victualler Aug 20 at 11 Bankruptcy bldgs, Carey st
POLLARD, HARRY E, Adelphi Aug 21 at 12 Bankruptcy bldgs, Carey st
ROBERTS, ROBERT, Carnarvon, Master Mariner Aug 19 at 12 30 Crypt chmbrs, Eastgate row, Chester
ROBINSON, NATHANIEL GRUNWILL, Halifax, Draper Aug 20 at 3 Off Rec, Townhall chmbrs, Halifax
THOMPSON, ELIAS, Bedworth, Warwick, Grocer Aug 19 at 12 Off Rec, 17, Hertford st, Coventry
THOMAS, JOHN, Llanwinio, Carmarthen, Farmer Aug 23 at 12 Off Rec, 4, Queen st, Carmarthen
THOMAS ROSE, Aston Manor, Warwick, Baker Aug 21 at 11 174, Corporation st, Birmingham
YEO, HENRY, Newington Causeway, Leather Manufacturer Aug 21 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALLAN, JOHN, Scarborough, Coal Dealer Scarborough Pet Aug 7 Ord Aug 7
BAILEY, WALTER, Watford, Herts, Builder St Albans Pet July 15 Ord Aug 7
BERNSTEIN, ISAAC, Landport, Hants, Tailor Portsmouth Pet Aug 5 Ord Aug 5
BROWN, JOSEPH, Handsworth, Jeweller Birmingham Pet July 28 Ord Aug 7
BUCKMASTER, WILLIAM SAMUEL, Crawford st, Marylebone, Provision Merchant High Court Pet July 26 Ord Aug 8
CASWELL, JOHN EDWARD, Leigh, Lancs, Tailor Bolton Pet Aug 7 Ord Aug 7
COOK, WILLIAM, Middlesbrough, Fish Dealer Middlesbrough Pet Aug 7 Ord Aug 7
CROW, EDWARD SUTTON, Euston sq. Hotel Manager High Court Pet Aug 7 Ord Aug 7
CROW, THOMAS, Holborn, Merchant High Court Pet Aug 7 Ord Aug 7
EAMAN, JOSEPH, Scarborough, Greengrocer Scarborough Pet July 30 Ord July 30
EASTHAM, GEORGE, Broughton, nr Preston, Farmer Preston Pet Aug 7 Ord Aug 7
FARRAR, FRED, Elland, Yorks, Assistant Fried Fish Dealer Halifax Pet Aug 7 Ord Aug 7
GREAVES, CHARLES HENRY, Southport, Plumber Liverpool Pet Aug 8 Ord Aug 8
HALL, JOSHUA, Hyde, Chester, Builder Ashton under Lyne Pet Aug 6 Ord Aug 6
HAMER, JOHN CHARLES, Radcliffe, nr Bury Bolton Pet July 10 Ord Aug 7
HAWORTH, DAVID, Burnley, Clothlooker Burnley Pet Aug 7 Ord Aug 7
HOLMES, BENJAMIN, Keighley, Yorks, Clog Block Maker Bradford Pet Aug 7 Ord Aug 7
HOLTZ, R DORAN, Cromwell cres High Court Pet April 2 Ord Aug 8
HORNE, ARTHUR, Harborne, Staffs, Laundry Proprietor Birmingham Pet Aug 8 Ord Aug 8
HURD, WILLIAM, Chepstow, Mon, Boat Builder Newport, Mon Pet Aug 7 Ord Aug 8
IKESON, JOHN HENRY, Headingley, Leeds, Tailors' Cutter Leeds Pet Aug 6 Ord Aug 6
JOHNS, SAMUEL COUCH, Reading, Architect Reading Pet Aug 6 Ord Aug 6
KIDD, JOHN LEONARD, Kingston upon Hull, Bookkeeper Kingston upon Hull Pet Aug 8 Ord Aug 8
LISTER, JAMES BRIER, Oldham, Grocer Oldham Pet Aug 7 Ord Aug 7
MAINWOOD, WILLIAM JAMES, Windsor, Tobacco Merchant Windsor Pet July 9 Ord Aug 7
MARSHALL, HERBERT WILLIAM, Kingston upon Hull, Cork Manufacturer Kingston upon Hull Pet Aug 8 Ord Aug 8
MERCER, DERCY WATSON, Swindon, Newsagent Swindon Pet Aug 8 Ord Aug 8
MORRIS, FREDERICK THOMAS JAMES, Clifton, Photographer Bristol Pet Aug 6 Ord Aug 8
POLLARD, HARRY EMMANS, Adelphi High Court Pet July 16 Ord Aug 8
ROSEN, JOSEPH VIVIAN, Birmingham, Jewellers' Factor Birmingham Pet July 5 Ord Aug 7
SKEFFLHORN, SIDNEY GEORGE, Great Sutton st, Clerkenwell Beer Retailer High Court Pet Aug 8 Ord Aug 8
SMITH, DENNIS, Eldad, East Stonehouse, Cycle Maker Plymouth Pet Aug 2 Ord Aug 7
TAYLOR, BENJAMIN WILLIAM, Finningley, Notts, Farmer Sheffield Pet Aug 8 Ord Aug 8
THOMPSON, ELIAS, Bedworth, Warwick, Grocer Coventry Pet July 28 Ord Aug 8
TIZARD, HENRY JOHN, New Southgate, Assistant Medical Superintendent Barnet Pet June 24 Ord Aug 5
VERRALL, WALTER OSCAR Northampton, Coach Builder Northampton Pet Aug 7 Ord Aug 7
WADE, WILLIAM JOHN, Ipswich, Blacksmith Ipswich Pet Aug 6 Ord Aug 6
WILKINS, J, Upper st, Islington, Ironmonger High Court Pet July 7 Ord Aug 7

ST. THOMAS'S HOSPITAL, S.E.,

NEEDS HELP.

J. G. WAINWRIGHT, Treasurer.

LAW.—Clerk (26; Intermediate Certificate) Desires Conveyancing and General Clerkship immediately; salary moderate.—BENNETT, 21, Whimple-street, Plymouth, Devon.

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DAILY (Tuesdays and Fridays excepted) at 8.50 a.m., Train Fenchurch-street 9.45 am., for SOUTHEND and MARGATE
Sundays—Special Train to Gravesend from Victoria at 9.30 a.m.
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Return fare to Margate, London or Fenchurch-street, 6s. St. Pancras 6d. extra
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BOULOGNE and BACK, calling Margate, Mondays and Wednesdays. Trains, Fenchurch-street Station at 6.15 a.m., St. Pancras 6.0 a.m.
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CALAIS and BACK, calling Margate, Thursdays. Trains, Fenchurch-street Station at 7.30 a.m., St. Pancras 7.5 a.m., Victoria 7.0 a.m.
MARGATE and BACK, Saturdays and Sundays. Trains, Fenchurch-street Station 9.35 and 9.45 a.m., St. Pancras 9.40 a.m.
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